

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH**

CRM No.M-3614 of 2017 (O&M)

Date of Decision:- March 21, 2017

Ashok Kumar

...Petitioner

VERSUS

State of Punjab

...Respondent

CORAM: HON'BLE MR. JUSTICE INDERJIT SINGH

Present: Mr.Simranjit Singh, Advocate
for the petitioner.

INDERJIT SINGH, J.

The petitioner has filed this petition under Section 482 Cr.P.C. against respondent State of Punjab for quashing of FIR No.269 dated 02.07.2016 under Section 420 IPC registered at Police Station Civil Lines, Amritsar.

I have heard learned counsel for the petitioner and have gone through the record.

From the record, I find that challan has not been presented so far, which means that investigation is still going on. The perusal of the record shows that this FIR has been registered on the basis of written complaint against Ashok Kumar in which complainant Subhash Chand alleged that he is approximately 70 years old. Accused entered into agreement to sell 250 sq. yards plot at Medical Enclave and also agreed that

he will purchase complainant's house located in Nawan Kot for ₹30 lakhs.

Ashok Kumar received ₹10 lakhs as offer money on 27.04.2015 from the complainant and ₹30 lakhs was received by Ashok Kumar from Union Bank of India. As per the allegations, he received about ₹70 lakhs from the complainant and now refused to execute the sale deeds. It is further stated in the FIR that all this he was doing with malafide intention to grab ₹70 lakhs and has given baseless notice on 11.12.2015 in which the accused concocted a baseless story to cancel the agreement. It is also in the FIR that intention of the accused was malafide from the start and to extort money by cheating the complainant and has committed fraud with him for personal gain and loss to the complainant.

The FIR was registered after making enquiry. It is stated that Ashok Kumar put his signature on the agreement of plot related to Medical Enclave, Sunil and Raman Kumar signed as witness but Ashok Kumar did not sign the agreement related to house situated at Nawan Kot and this agreement was kept by Ashok Kumar in his possession. During enquiry, it was also found that both the stamp papers were purchased in the presence of Ashok Kumar and agreements were written on the same time and date to execute the sale deed was fixed as 28.10.2015.

It is also found during enquiry that there was dishonesty in the mind of Ashok Kumar, so now he is not purchasing the house, neither executing the sale deed of the plot of medical enclave nor returning the amount.

Keeping in view the above facts, I find that, in no way, it can be held at this stage that no offence is made out against the petitioner. The version of the petitioner-accused is to be seen by the Investigating Officer

and Investigating Officer is to collect the evidence and to complete the

investigation. At this premature stage, there is nothing on the record from which it can be held that registration of FIR is abuse of process of law or amounts to miscarriage of justice.

Therefore, finding no merit in the present petition, the same is dismissed.

However, nothing stated above, shall constitute my opinion on the merits of the case and the above findings have been given for deciding the present petition only.

March 21, 2017
Vgulati

(INDERJIT SINGH)
JUDGE

Whether speaking/reasoned
Whether reportable

Yes
No