

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

**CRM-M No.5495 of 2012 (O&M)  
Date of decision: 04.09.2017**

Sarabjit Singh

....Petitioner

Versus

State of Punjab and others

....Respondents

**CORAM: HON'BLE MR. JUSTICE ARVIND SINGH SANGWAN**

**Present:** Mr. R.S. Cheema, Sr. Advocate  
with Mr. R.K. Trikha, Advocate  
for the petitioner.

Mr. Randeep S. Khaira, AAG, Punjab.

Mr. G.S. Ghuman, Advocate for respondents No.2 and 3.

**ARVIND SINGH SANGWAN J.**

The petitioner prays for quashing of FIR No.31 dated 27.02.2008 registered for offence punishable under Sections 420 and 120-B of the Indian Penal Code (in short 'IPC') at Police Station Sidhwan Bet, District Ludhiana (Rural) (Annexure P1) and the final report filed under Section 173 of the Code of Criminal Procedure, 1973 (in short 'Cr.P.C.') along with subsequent proceedings arising therefrom.

It is submitted on behalf of the petitioner that as per the allegations in the FIR (Annexure P1), the petitioner – Sarabjit Singh is one of the attesting witness to a sale deed executed by Pal Singh @ Harpal Singh, who is father and General Power of Attorney holder (in short 'GPA') of respondent No.3/complainant Balwinder Singh Bassi. Learned Senior Counsel for the petitioner has submitted that initially a complaint was sent to Naib Tehsildar for cancellation of registration of the sale deed dated 30.01.2008 executed by Pal Singh @ Harpal Singh,

father of respondent No.3/complainant. It is alleged in this complaint that the complainant has sent an information to Sub-Registrar on 17.01.2017 that he has cancelled the GPA on 17.01.2007 and, therefore, his father – Pal Singh @ Harpal Singh was not competent to alienate the land owned by respondent No.3/complainant – Balwinder Singh Bassi. It is also submitted that he has also informed his father about cancellation of GPA. On the complaint of Naib Tehsildar, which is based on a complaint given by respondent No.3, the FIR was registered and later on, an opinion was sought from the District Attorney, who opined that a case be registered against Pal Singh @ Harpal Singh. Accordingly, the FIR (Annexure P1) was initially registered against Pal Singh @ Harpal Singh, the father of respondent No.3/complainant. Thereafter, the police investigated the matter and involved the petitioner as one of the co-accused being an attesting witness of sale deed dated 30.01.2008. The operative part of the report dated 25.12.2010 filed under Section 173 Cr.P.C. (Annexure P6) is reproduced as under :-

*“Whereupon the aforesaid case FIR was registered against Pal Singh @ Harpal Singh. SI Pritam Singh, SHO of the Police Station during the preliminary investigations of the case having arrested Sarabjit Singh S/o Malkiat Singh R/o H. No.49, New Sham nagar, Ludhiana, the attesting witness of the sale deed on 07.03.2008, as per the orders of the Court of Shri P.S. Dhanoa, Additional District & Sessions Judge, Ludhaina released him on bail. On 24.07.2008, SI Gurcharan Singh having arrested accused Pal Singh @ Harpal Singh released him on bail and completed the verification of the investigations. I having arrested accused Ram Chand, Numberdar S/o*

*Karam Singh R/o Purian on 23.12.2010 have added the offence u/s 120-B IPC in the present case. By this time, the investigations of the case are complete. the evidence came on the file, interrogation of the accused, statements of the witnesses, sufficient evidence has come on the file warranting presentation of challan against accused Pal Singh @ Harpal Singh, Sarabjit Singh and Ram Chand, Numberdar aforesaid, hence, I having prepared the challan u/s 173 Cr.P.C. submit before you.”*

The present petition was filed in the year 2012 and vide order dated 24.02.2012, framing of charge *qua* the petitioner was stayed by this Court. Since then, the present petition is pending and in the intervening period, vide order dated 20.02.2015, it was noticed that one enquiry has been conducted by the police and the said report dated 09.04.2017 was placed on record by the respondent – State along with an additional affidavit.

Reply on behalf of respondent No.1 by way of affidavit of Deputy Superintendent of Police, Dakha, District Ludhiana (Rural) along with documents (Annexures R3/1 to R3/10) was submitted. Another additional affidavit of the Deputy Superintendent of Police was filed along with an enquiry report and giving details of documents supplied by the complainant during the investigation. However, no reply was filed by respondents No.2 and 3.

Learned counsel for the respondents No.2 and 3 (complainants) has raised a preliminary submission that in view of the judgment passed by the Hon'ble Supreme Court **“Kamlesh Kumari vs State of U.P.”**, 2015(2) RCR (Criminal) 999, the powers under Section 482 Cr.P.C. should be invoked sparingly and the Court shall not

go beyond the allegations raised in the FIR. The relevant observations made by the Hon'ble Supreme Court in *Kamlesh Kumari's case (supra)* reads as follows:-

**“10. In *R. Kalyani v. Janak C. Mehta and others (2009) 1 SCC 516*, in paragraph 15, this Court, interpreting the inherent powers of the High Court under Section 482 Cr.P.C., has laid down the law as under: -**

**“15. Propositions of law which emerge from the said decisions are:**

*(1) The High Court ordinarily would not exercise its inherent jurisdiction to quash a criminal proceeding and, in particular, a first information report unless the allegations contained therein, even if given face value and taken to be correct in their entirety, disclosed no cognizable offence.*

*(2) For the said purpose the Court, save and except in very exceptional circumstances, would not look to any document relied upon by the defence.*

*(3) Such a power should be exercised very sparingly. If the allegations made in the FIR disclose commission of an offence, the Court shall not go beyond the same and pass an order in favour of the accused to hold absence of any mens rea or actus reus.*

*(4) If the allegation discloses a civil dispute, the same by itself may not be a ground to hold that the criminal proceedings should not be allowed to continue.*

**16.** *It is furthermore well known that no hard-and-fast rule can be laid down. Each case has to be considered on its own merits. The Court, while exercising its inherent jurisdiction, although would not interfere with a genuine complaint keeping in*

*view the purport and object for which the provisions of Sections 482 and 483 of the Code of Criminal Procedure had been introduced by Parliament but would not hesitate to exercise its jurisdiction in appropriate cases. One of the paramount duties of the superior courts is to see that a person who is apparently innocent is not subjected to persecution and humiliation on the basis of a false and wholly untenable complaint.”*

*11. In view of the principle of law laid down by this Court, as above, and considering the facts and circumstances of the case, we do not find any illegality with the impugned order passed by the High Court to quash the criminal proceedings against the appellants in exercise of power under Section 482 Cr.P.C.”*

Learned Senior Counsel for the petitioner has submitted that he will make submissions only on the basis of the FIR and the report submitted under Section 173 Cr.P.C. and documents submitted the Investigating Officer in reply as they form part of report under Section 173 Cr.P.C., as no offence is made out in view of certain admitted facts between the parties. It is submitted that the complainant – Balwinder Singh Bassi had admittedly executed a GPA in favour of his father – Pal Singh @ Harpal Singh vide deed No.547 dated 26.02.1992. On the basis of the aforesaid GPA father of the complainant executed an agreement to sell in favour of co-accused – Kulwinder Singh son of Darshan Singh on 02.05.2006 and admittedly on that date, the GPA executed by the complainant in favour of his father was legal and valid. A perusal of the agreement to sell (Annexure R3/7) would reveal that father of the complainant – Pal Singh @ Harpal Singh on the

basis of the GPA dated 26.02.1992 entered into an agreement to sell for 83 kanals and 17½ marlas of agricultural land with co-accused – Kulwinder Singh son of Darshan Singh @ Rs.6,00,000/- per acre and received an earnest money of Rs.2,50,000/-. It is mentioned in the agreement to sell that Rs.50,000/- was taken as a token money by original owner i.e. Balwinder Singh Bassi, respondent No.3/complainant himself on 24.03.2006, whereas Rs.2,00,000/- was received by his father and co-accused – Pal Singh @ Harpal Singh, on the date of agreement to sell i.e. 02.05.2006 in presence of the witnesses. Admittedly, this agreement to sell is never challenged by the complainant either on the ground that he had not executed the same while receiving part payment through his GPA i.e. father – Pal Singh @ Harpal Singh or by denying receiving the payment on 24.03.2006 i.e. Rs.50,000/- and on 02.05.2006 i.e. Rs.2,00,000/-. Thus, this agreement to sell is a duly executed document.

Later on, on 30.01.2008, the co-accused Pal Singh @ Harpal Singh being GPA and father of the complainant – Balwinder Singh Bassi executed a registered sale deed No.1575 dated 30.01.2008 regarding 82 kanals and 17½ marlas of land on receiving the balance sale consideration. At the time of execution of the sale deed, father of the complainant – Pal Singh @ Harpal Singh submitted an affidavit (Annexure R3/10) deposing therein that he is still GPA holder of his son executed vide deed No.547 dated 26.02.1992 in the office of Sub-Registrar, Jagraon. Therefore, the Sub-Registrar on the deposition made by father of the complainant and on the identification of the attesting witnesses executed the aforesaid sale deed dated 31.01.2008 in favour

of Kulwinder Singh. The complainant – Balwinder Singh Bassi, later on, filed a complaint (Annexure R3/1) before the Naib Tehsildar as well as the police by submitting therein that he had cancelled the power of attorney on 17.01.2007 and, therefore, the mutation should not be entered in favour of Kulwinder Singh and legal action be taken against his father – Pal Singh @ Harpal Singh. On the basis of this complaint, the Naib Tehsildar got the impugned FIR (Annexure P1) registered against father of the complainant – Pal Singh @ Harpal Singh.

It would be relevant to note here that respondent No.3/complainant had filed CRM-M No.35579 of 2010 praying for transfer of investigation of the FIR to some other agency and vide order dated 05.07.2011, this Court disposed of the said petition with liberty to Balwinder Singh Bassi to file a complaint or an application for re-investigation of the case. Thereafter, the report under Section 173 Cr.P.C. was submitted by the police.

It is submitted by learned Senior Counsel for the petitioner that a perusal of the FIR show that there are no specific allegation of conspiracy against the petitioner. A perusal of sale deed would also show that the petitioner is not a beneficiary of the sale deed and had no knowledge about the alleged cancellation of the GPA by the complainant – Balwinder Singh Bassi. In this regard, he has heavily relied upon the agreement to sell dated 02.05.2006, contents of which shows that father of the complainant as a GPA holder had agreed to sell land of the complainant to Kulwinder Singh on receiving the earnest money and secondly, on the affidavit which was submitted by him (Pal Singh @ Harpal Singh, GPA of the complainant) before the Sub-

Registrar at the time of registration of the sale deed dated 30.01.2008 that the aforesaid GPA is still valid. It is also submitted that the endorsement made by the Sub-Registrar on the sale deed would show that the only role of the petitioner in execution of the sale deed is that he identified Pal Singh @ Harpal Singh and Kulwinder Singh and it is not the case of the complainant that Pal Singh @ Harpal Singh, his own father as well as Kulwinder Singh, the purchaser are not the same person and, therefore, the identification made by the petitioner on the sale deed being proper, does not make him guilty of any offence. Learned counsel has referred to the endorsement dated 30.01.2008 made by the Joint Sub-Registrar, Sidhwan Bet, which reads as follows:-

*“Today, i.e. 30.01.2008 day Wednesday, at 1:59:29 P.M. Shri Pal Singh @ Harpal Singh presented a deed in this office for favour of its registration.*

*Sd/- Pal Singh @ Harpal Singh  
(in Punjabi)*

*Sd/- Jt. Sub Registrar  
Sidhwan Bet.*

*The contents of the Deed have been read over to the G.P.A. executant who having heard and understood the same admitted the same to be correct. Paid before me in cash/cheque/draft. The parties have been identified by Witness No.1 Ram Chand, Numberdar and Witness No.2 Sarabjit Singh. I know the first witness, who has identified the second witness. Hence the deed be registered.*

*Dated : 30.01.2008*

*Sd/-Jt. Sub-Registrar  
Sidhwan Bet.*

*Witness:*

*1. Sd/- Ram Chand  
1<sup>st</sup> Party*

*Sd/- Pal Singh @ Harpal Singh*

*Witness:*

*1. Sarabjit Singh  
2<sup>nd</sup> Party*

*Sd/- Harjit Singh”*

It is, thus, submitted that the petitioner is neither a



beneficiary of the sale deed nor has identified any wrong person to involve him in the present FIR. It is contended by learned Senior Counsel on behalf of the petitioner that, in fact, after submission of the report under Section 173 Cr.P.C. Pal Singh @ Harpal Singh, father of the complainant has left for abroad and is declared as a proclaimed offender and, therefore, the FIR is registered just to avoid the sale deed dated 30.01.2008, after validly executing an agreement to sell dated 02.05.2006 in a noble way by allegedly cancelling the GPA. Reliance is placed on judgment passed by this Court ***“Swaran Singh vs Harbans Singh”***, 1994(1) RRR 699 where it is held that after entering into an agreement to sell, the executant cannot avoid the sale deed by cancelling the GPA.

On a query put to learned counsel for the respondent/complainant it was informed that Pal Singh @ Harpal Singh is presently residing in Canada with his other son namely Paramjeet Singh, the real brother of the complainant – Balwinder Singh Bassi and, thus, it is submitted that on account of the dispute between the father and the son, on one side and other son i.e. complainant – Balwinder Singh Bassi on the other side, the petitioner is falsely implicated in the present case without there being any legal evidence against him that he has committed an offence punishable under Sections 420 and 120-B IPC.

It is also submitted on behalf of the petitioner that respondent No.3 – Balwinder Singh Bassi has, in fact, filed a civil suit No.41 dated 01.03.2008 against his father – Pal Singh @ Harpal Singh (defendant No.1) and Kulwinder Singh, the purchaser (defendant No.2)

praying for decree of declaration that the sale deed dated 30.01.2008 executed for a consideration of Rs.62,92,000/- is illegal and void and the same is to be set-aside as he had cancelled the GPA in his favour on 17.01.2007. The said suit was dismissed by the Civil Judge (Jr. Division), Jagraon vide its judgment and decree dated 06.12.2016. The operative part of the said judgment is reproduced as under:-

*“16. Further, it is noticeable that in the present case, the agreement to sell of property in dispute is of dated 02.05.2006 and the alleged revocation is of dated 17.01.2007. Meaning thereby when an agreement of sell a property in dispute was entered by defendant No.1, at that time he had valid power of attorney in his favour. The alleged revocation is after the agreement to sell and before the execution of the sale deed. Here, one more question arises that if the plaintiff had knowledge of an agreement to sell dated 02.05.2006, vide which the property of the plaintiff was agreed to sell out by defendant No.1 being his attorney, the plaintiff could not have revoked his power of attorney without performing his part of the contract i.e. agreement to sell dated 02.05.2006.*

*17. The defendants in order to prove the execution of the agreement to sell dated 02.05.2006 examined its both attesting witnesses namely Baljinder Singh and Manmohan Singh who have deposed through their respective affidavits Ex.DA and Ex.DB that a deal regarding sale of suit property was stuck between plaintiff and defendant No.2 and an amount of Rs.50,000/- was received by plaintiff and defendant No.2. The perusal of the agreement to sell dated 02.05.2006 i.e. Ex.D1 transpires that this fact I also incorporated in the same. Therefore, oral version of the plaintiff is supported by documentary evidence. Further, there is endorsement*

*Ex.D2 regarding passing of consideration and extension of date of execution of the sale deed. The agreement to sell dated 02.05.2006 as well as passing of sale consideration has been duly proved by the defendants. The plaintiff could not rebut this fact. Therefore, it can be well assumed that the plaintiff was in knowledge of the agreement to sell and it was executed with his pre-consent. Further, the plaintiff had taken one more objection that vide power of attorney dated 26.02.1992, he had never given any authority to defendant No.1 to sell out the property of the plaintiff. It was just for management of the property, etc. But this objection of the plaintiff is not sustainable as the contents of the power of attorney clearly carries the recital regarding authority to sell. Moreover, the plaintiff during his cross-examination has admitted that his father i.e. defendant No.1 through power of attorney dated 26.02.1992, had executed sale deeds of the property of the plaintiff being his attorney. Therefore, it cannot be said that the power of attorney was just for management of the property, etc.*

*Hence in view of the all stated facts, this Court found that plaintiff has failed to discharge his onus. As such all these issues goes against the plaintiff.*

**18. ISSUE No.4, 5, 6, 7, 8, 9**

*Onus to prove all these issues was upon the defendants. But neither the defendants have proved the same by leading cogent and convincing evidence not pressed upon at the time of arguments. Hence, all these issues are decided against the defendants.*

**19. ISSUE No.1A**

*Onus to prove this issue was upon defendant No.2. Now, the question is whether the defendant No.2 is a bona fide purchaser. Since, from the above discussion, it has been observed that revocation deed dated 17.01.2007 was*

*not communicated to defendant No.1, therefore, the act of defendant No.1 being attorney of the plaintiff, is not effected. He represent himself as valid power of attorney of the plaintiff. Further, this fact is authenticated by him by furnishing an affidavit before the Sub-Registrar, Sidhwan Bet at the time of execution of the sale deed qua the fact that power of attorney dated 26.02.1992 is still valid and it has not been cancelled so far. If, it assume that the revocation deed was communicated to Sub-Registrar, Sidhwan Bet by the plaintiff, the Sub-Registrar, Sidhwan bet has also not conveyed the same to the parties at the time of registration of the sale deed. Ld. counsel for defendant No.2 has argued that since the defendant No.1 (attorney holder) is the father of the plaintiff, therefore, it could not have doubted that power of attorney is not genuine and not valid. It is further argued that defendant No.2 after his satisfaction qua this fact, purchased the suit property from the defendant No.1, for valid sale consideration.*

***RELIEF***

*In view of the discussion under the heading of various issues, the suit of the plaintiff stands dismissed with cost. Decree sheet be prepared. File be consigned to the record room, after its due compliance.*

*Pronounced in open Court  
Dated 06.12.2016*

*(Anuradha), PCS  
Civil Judge (Jr. Divn.)  
Jagraon.”*

Since, this judgment is not disputed by learned counsel for the parties, a photocopy of the judgment dated 06.12.2016 is taken on record as Annexure P10.

On the other hand, learned counsel for the respondent –  
State assisted by learned counsel for respondent No.2 and

3/complainants has submitted that it is proved on record that prior to execution of sale deed dated 30.01.2008, the complainant – Balwinder Singh Bassi has sent an intimation to his father on 17.01.2007 that he has cancelled the GPA in his favour and, therefore, the petitioner in conspiracy with Pal Singh @ Harpal Singh and with other co-accused, has executed the sale deed subsequently and, therefore, the *prima facie* offences punishable under Sections 420 and 120-B IPC are made out on a bare reading of the FIR. It is also submitted that on receiving the complaint from respondent No.3, the Naib Tehsildar has sent a communication to the SHO for registration of the FIR against Pal Singh @ Harpal Singh and during the course of investigation, the purchaser i.e. Kulwinder Singh and the persons who appeared as an attesting witnesses were also involved as accused persons including the present petitioner – Sarabjit Singh.

However, in reply to the arguments advanced by learned Senior Counsel for the petitioner that the civil suit filed by the complainant – Balwinder Singh Bassi seeking a decree of declaration and to set-aside the sale deed dated 30.01.2008 was dismissed, it is submitted that the appeal is pending against the said judgment before the Lower Appellate Court.

Learned counsel for the respondents No.2 and 3/complainants has further relied upon the judgments “***Central Bureau of Investigation vs Ravi Shankar Srivastava, IAS and another***”, 2006 Criminal Law Journal 4050 (1), “***Som Mittal vs Govt. of Karnataka***”, AIR 2008 (SC) 1126 and ***Kamlesh Kumari's case (supra)*** to contend that the High Court should exercise powers

under Section 482 Cr.P.C. sparingly and should not rely upon the defence version or documents impugning the FIR.

From the perusal of the case law cited by learned counsel for the complainant, it is clear that the Hon'ble Supreme Court has held that the powers under Section 482 Cr.P.C. should be invoked sparingly and in exceptional cases, the exception should be applied only when it is brought to the notice of the Court that grave miscarriage of justice would be committed, if the trial is allowed to proceed and the accused will be harassed.

After hearing learned counsel for the parties, in the light of the cited judgments of the Hon'ble Supreme Court and on appraisal of the FIR as well as the final investigation report submitted under Section 173 Cr.P.C., I find merit in the present petition on the basis of following observations:-

*(i) Pal Singh @ Harpal Singh, co-accused is father of the complainant – Balwinder Singh Bassi and he had executed a valid and legal GPA in his favour vide deed No.547 dated 26.02.1992.*

*(ii) It is admitted that Pal Singh @ Harpal Singh entered into a valid and legal agreement to sell dated 02.05.2006 in favour of co-accused – Kulwinder Singh for 83 kanals and 17½ marlas of land @ Rs.6,00,000/- per acre and there is a recital to this agreement to sell that the complainant – Balwinder Singh Bassi received an amount of Rs.50,000/- on 24.03.2006 and his father – Pal Singh @ Harpal Singh being GPA received another amount of Rs.2,00,000/- on the date of agreement to sell dated 02.05.2006.*

*(iii) A perusal of the FIR as well as the complaint submitted by the complainant to respondent No.2 on the*

*basis of which the FIR (Annexure P1) was registered would show that at no point of time the agreement to sell dated 02.05.2006 was ever contested to be an act of fraud or otherwise as it is own case of the complainant that the GPA was cancelled only on 17.01.2007 and, therefore, on the date of agreement to sell dated 02.05.2006, Pal Singh @ Harpal Singh was competent to alienate the property being an agent of the complainant – Balwinder Singh Bassi as a GPA.*

*(iv) A perusal of the Civil Court judgment where only 02 defendants i.e. Pal Singh @ Harpal Singh, father of the complainant as defendant No.1 and Kulwinder Singh, the purchaser as defendant No.2, have been arrayed as parties show that in the plaint, the complainant has nowhere set up a case that the aforesaid agreement to sell is an outcome of fraud and has not pleaded any conspiracy at the instance of the petitioner and other co-accused who appeared as an attesting witnesses to sale deed.*

*(v) Once the agreement to sell dated 02.05.2006 is not disputed by the complainant, it can be safely held that later on he adopted a noble method to avoid the sale deed executed in favour of Kulwinder Singh by setting-up a play that he has cancelled the GPA prior to the date of execution of the sale deed in favour of Kulwinder Singh, who is a bona fide purchaser on payment of huge amount of Rs.62,92,000/-.*

*(vi) Even from the perusal of the sale deed dated 30.01.2008 which is part of report under Section 173 Cr.P.C. would reveal that the Joint Sub-Registrar had made an endorsement that the petitioner – Sarabjit Singh along with one other attesting witness had appeared and identified Pal Singh @ Harpal Singh as well as Kulwinder Singh. It is not the case of respondent No.3/complainant that the petitioner has identified any wrong person and,*

*therefore, the allegations of conspiracy are not at all proved from the evidence gathered by the police during investigation.*

*(vii) There is another aspect of the case. On the day, when the sale deed was executed, the role of the petitioner was only to identify either the seller or the purchaser and in view of a valid agreement to sell dated 02.05.2006 and affidavit dated 30.01.2008 submitted by Pal Singh @ Harpal Singh before the Joint Sub-Registrar that he is still holding a valid GPA dated 26.02.1992, the petitioner had every reason to believe that Pal Singh @ Harpal Singh was still holding a valid power of attorney apart from being father of the complainant.*

*(viii) The petitioner directly or indirectly is not a beneficiary of the sale deed and the only role attributed to him is of an attesting witness, which is not in dispute between the parties as identity of Pal Singh @ Harpal Singh or Kulwinder Singh is also not in dispute.*

*(ix) It is apparent that after submission of the report under Section 173 Cr.P.C., Pal Singh @ Harpal Singh has left India and is now residing in Canada with his other son – Paramjeet Singh, the real brother of the complainant – Balwinder Singh Bassi and is declared as proclaimed offender, therefore, the present FIR apparently seems to be a misuse of process of law as the same has been registered in order to avoid the sale deed dated 30.01.2008.*

*(x) It is well settled principle of law in view of **Swaran Singh's case (supra)** that once an agreement to sell is entered and a vested right accrues in favour of the proposed purchaser, therefore, the agreement to sell cannot be avoided by way of cancellation of the GPA as the holder of the GPA had validly entered into an agreement to sell.*

Thus, it is apparent from the record that the petitioner since



2008, when the FIR was registered, is facing the agony of the present litigation, for the last about 09 years and the charges are not framed in this case as there was an interim stay granted by this Court vide order dated 24.02.2012.

In view of the aforesaid discussions made hereinbefore, it is held that from the perusal of FIR itself as well as the report submitted under Section 173 Cr.P.C. along with documents submitted by the complainant himself forming part of this report, no legal evidence is available on record to hold the petitioner, who is an attesting witness of the sale deed, even remotely guilty of the offences punishable under Sections 420 and 120-B IPC. The petitioner cannot be subjected to the prosecution in the present FIR on the basis of a wholly unsustainable FIR lodged by respondent No.3/complainant and, therefore, in exercise of powers under Section 482 Cr.P.C., I hold that it is an exceptional case where the prosecution of the petitioner at the instance of the complainant is misuse of process of law and it will cause grave miscarriage of justice to the petitioner, if the trial is allowed to proceed against him and, therefore, the FIR (Annexure P1) and subsequent proceeding are ordered to be quashed *qua* the petitioner.

(ARVIND SINGH SANGWAN)  
JUDGE

04.09.2017  
*yakub*

|                           |        |
|---------------------------|--------|
| Whether speaking/reasoned | Yes/No |
| Whether reportable        | Yes/No |