

In the High Court of Punjab and Haryana at Chandigarh

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Criminal Revision No.3770 of 2015

.....

Date of decision:16.5.2017

Joginder Singh

...Petitioner

v.

Lakhwinder Singh and others

Respondents

....

Coram: Hon'ble Mr. Justice Inderjit Singh

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Present: Mr. Sher Singh Rathore, Advocate for the petitioner.

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Inderjit Singh, J.

Joginder Singh-petitioner has filed this criminal revision petition against Lakhwinder Singh and others-respondents under Section 401 Cr.P.C. challenging the impugned judgment dated 10.7.2015 passed by learned Additional Sessions Judge, Fatehgarh Sahib, vide which the appeal filed against the judgment of acquittal dated 12.12.2013 passed by learned Additional Chief Judicial Magistrate, Fatehgarh Sahib, has been dismissed.

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

From the record, I find that challan was presented by Police of Police Station, Sirhind, in FIR No.111 dated 24.6.2003 registered for the offences under Sections 420, 467, 468, 471 and 120-B IPC against Lakhwinder Singh, Pritam Singh, Mohinder Singh, Karnail Singh and

Gurnam Singh Balagan. The brief facts of the case as noted down by the learned Additional Chief Judicial Magistrate, Fatehgarh Sahib, in the judgment dated 12.12.2013, are as under:-

“Gravamen as culled out from prosecution story is that one application No.189 dated 23.6.2003 was moved by Joginder Singh son of Ujjagar Singh, r/o Arian Majra and Jalberi Dhumma, P.S. Sirhind addressed to SSP with the subject of taking action against Lakhwinder Singh, Pritam Singh, Karnail Singh and Mohinder Singh etc. It is averred in the application that:-

“I, Joginder Singh son of Ujjagar Singh, is resident of Arian Majra and Jalberi Dhumma, P.S. Sirhind, Tehsil and Distt. Fatehgarh Sahib.

I am owner of 38 K – 4 M of land which was situated at Arian Majra, Tehsil and Distt. Fatehgarh Sahib. Out of above said 5 K – 10 M of land, vide an agreement to sell I intend to sell the above said land to Gurnam Singh son of Sant Ram, R/o Arian Majra and on the basis of above said agreement to sell, I have registered the sale deed in favour of Gurnam Singh.

I have money dealing with my son in law namely Lakhwinder Singh son of Ajit Singh, r/o Jalberi Dhumma as my son Jaswant Singh had jointly opened one Tent and Shuttering shop and vide an agreement to sell dated

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9.11.2000 of 33 K – 4 M land with regard to the above said amount and one blank stamp paper which was purchased from Manmohan Singh, stamp vendor, signed by me was handed over to Lakhwinder Singh on 5.12.2000. Except the above said stamp papers, I had not purchased any other stamp paper from Manmohan Singh, Stamp vender.

On 5.10.2001, I had returned the amount to Lakhwinder Singh, my son in law, which was to be taken from him vide agreement to sell dated 9.11.2000 and the original agreement was also taken from him. I demanded back the above said blank stamp paper from Lakhwinder Singh, which was given on 5.10.2000, but the said blank stamp paper was not found in the house and it was agreed that in future, if the same was found, the same will not be misused.

I had also transferred my whole land in favour of my son Jaswant Singh, except the land 32 K – 14 M, which was sold to Gurnam Singh, vide transfer deed as he has only one son and three daughters, out of them one daughter was married to Lakhwinder Singh and other daughter was married to Bhupinder Singh son of Pritam Singh and the third daughter Sukhvir Kaur, r/o Mairrain was married to Jagtar Singh son of Surjit Singh. I had spent a

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lot of money, as per his (sic. - my) capacity on their marriages and I had not given anything from his (sic. - my) movable and immovable property. But above said Lakhwinder Singh wanted to take share from my above said property and he has also instigated the in laws of his other daughter. I had not consented to give land to him as the land is my ancestral property.

Lakhwinder Singh with the active connivance of father in law of my daughter Rajwant Kaur namely Pritam Singh, r/o Naraingarh and above said Karnail Singh and Mohinder Singh, forged and fabricated an agreement to sell, on the blank stamp papers dated 5.12.2000 which was handed over by him to Lakhwinder Singh. Though, I have already sold 5 K – 10 M land to Gurnam Singh. I had not agreed to sell the land to Mohinder Singh and had not received amount of Rs.10 lacs vide agreement to sell dated 5.12.2000. The above said forged and fabricated agreement to sell was prepared by Lakhwinder Singh with the active connivance of Mohinder Singh, Pritam Singh and Karnail Singh in order to cause loss to him, his son and Gurnam Singh as Mohinder Singh already known that the above said agreement to sell was forged and fabricated. He had filed a civil suit in the Court of Sh. Ranjan Kumar Khullar, PCS, Civil Judge (Jr.

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Divn.), Fatehgarh Sahib on the basis of above said false agreement to sell. Lakhwinder Singh had got prepared the above said forged and fabricated agreement to sell with the active connivance of above said persons. He has also made a false story regarding his kidnaping in order to level false allegations against his son Jaswant Singh, his wife Kulwant Kaur and his son in law of his son namely Bittu. On inquiry, his son Jaswant Singh, his wife Kulwant Kaur and son in law of his son namely Bittu were declared innocent and FIR No.232 dated 19.9.2002, u/s 364 of IPC, was also found false and the police has also started proceedings against Lakhwinder Singh.

Above said Lakhwinder Singh and Mohinder Singh openly are giving threats to me and my son Jaswant Singh, to ruin us. So, I and my family members have threats to our lives from them, action be taken against them.

Sd/-

(Joginder Singh son of Ujjagar Singh, r/o Arian Majra and Jalberi Dhuma, P.S. Sirhind).”

On presentation of challan, the trial Court finding *prima facie* case against the accused framed charges for the offences under Sections 120-B, 420, 467, 468 and 471 IPC, to which the accused pleaded not guilty and

claimed trial.

In support of its case, the prosecution examined PW-1 Bahadur Singh, PW-2 Manmohan Singh, PW-3 Joginder Singh, PW-4 Harbans Singh, PW-5 Harbhinder Singh, PW-6 Inspector Bhupinder Singh, again marked as PW-6 DSP Manjit Singh Brar, PW-7 Navdeep Gupta, Handwriting and finger-print expert, PW-8 Jatinder Singh, DRO, PW-9 Lachhman Singh and the APP closed the evidence of the prosecution.

At the close of the prosecution evidence, the statements of accused under Section 313 Cr.P.C. were recorded in which all the incriminating evidence appeared against the accused, was put to them, to which the accused pleaded their false innocence. The accused in defence examined DW-1 Mohinder Singh, DW-2 Karnail Singh, DW-3 Jassy Anand, Handwriting and Finger-print Expert and accused Mohinder Singh has tendered into evidence copies of judgment and decree sheet dated 31.7.2013, Ex.DZ and Ex.DY.

The learned Additional Chief Judicial Magistrate, Fatehgarh Sahib, after appreciating the evidence in right perspective acquitted the accused. Aggrieved from this judgment, appeal was filed and the same was also dismissed by the learned Additional Sessions Judge, Fatehgarh Sahib vide judgment dated 10.7.2015.

At the time of arguments, nothing has been argued as to how the findings given by the Courts below are perverse or against the evidence or law. Nothing has been pointed out as to which material evidence has been misread by the Courts below. Nothing has been pointed out as to

which material evidence has not been considered by the Courts below. Accused Lakhwinder is stated to be son-in-law of the complainant Joginder Singh. There is dispute regarding agreement to sell and civil suit is stated to have already been filed by the other party which has been decreed for recovery of the amount. It is admitted at the time of arguments before this Court also that the learned civil Court has not given any finding regarding forgery of the agreement. Appeal against the judgment was also dismissed by the first appellate Court. Now the matter is stated to have been pending in RSA before this Court, which means that, at this stage, there is no finding by the civil Court that the agreement to sell is a forged document. Secondly, the civil Court has given the relief on the basis of agreement to sell. The accused had examined DW-3 Jassy Anand, Handwriting and Finger-print Expert. In his report Ex.DW.3/B with regard to the compromise dated 5.10.2001 Ex.PW.3/A, written on the back of the agreement to sell dated 9.11.2000 Ex.PW.3/B that these additions have been made subsequently and that the portion Mark-A to A.1 on Ex.PW.3/A was added subsequently. Even, from the naked eye, it is clear that in the writing Ex.PW.3/A in the upper portion Mark-C and in lower portion Mark-D even some words are over lapping and cutting is also there, making it clearly apparent that this portion has been subsequently added. On the basis of the agreement to sell dated 5.12.2000 Ex.P.1, Mohinder Singh has filed the civil suit in the Court which was decreed for alternative relief on the ground that the defendants No.3 and 4 in that suit were the bona fide purchasers and the agreement to sell Ex.P.1 dated 5.12.2000 was held to be validly executed

document. The Court below further held that in order to prove the execution of this agreement to sell accused Mohinder Singh himself appeared as DW-1 stating that Joginder Singh entered into an agreement with him to sell the land measuring 38 Kanals 4 Marlas. Attesting witness Karnail Singh appeared as DW-2 to prove the execution. The complainant has alleged while appearing as CW-3, that he has already entered into the agreement to sell dated 11.8.2000, to sell the land measuring 5 Kanals 10 Marlas to Gurnam Singh and thereafter, he executed the sale deed on 23.5.2001, but the Court below held that this agreement to sell was not produced on the file by complainant Joginder Singh. The learned trial Court has given the findings by appreciating the evidence in minute detail and also in the right perspective. No illegality has been committed by the learned trial Court. In no way, the findings given by the Courts below can be held as perverse or against the evidence or law. From the record, I find no merit in the present petition. The judgments passed by the Courts below are as per evidence and law and do not require any interference from this Court. Therefore, the same are upheld.

Finding no merit in the present criminal revision petition, the same is dismissed.

May 16, 2017.

(Inderjit Singh)
Judge

hsp

NOTE:	Whether speaking/reasoned:	Yes
	Whether reportable:	No