

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

CRM A-1256-MA of 2015

Date of Decision : August 28, 2018

Suresh KumarApplicant

Versus

Sulakhan Singh and others Respondents

**CORAM : HON'BLE MR. JUSTICE T.P.S.MANN
HON'BLE MR. JUSTICE FATEH DEEP SINGH**

Present : Mr. Anil Rathee, Advocate with
Mr. Sanjiv Sheoran, Advocate
for the applicant.

T.P.S.MANN, J.

The complainant has filed the present application under Section 378(4) of the Code of the Criminal Procedure for permission to file appeal against the judgment dated 25.8.2014 passed by the learned Judicial Magistrate 1st Class, Chandigarh, whereby, the accused, who are respondents No. 1 to 4 herein, stand acquitted of the charges under Sections 420, 467, 468, 471 and 120-B IPC.

According to the complainant, respondent No.1-Sulakhan Singh owned plot measuring approximately 8 marlas in village Lohara with katcha house built on it. He agreed to sell said plot to the complainant in the month of January, 2000 for a sum of Rs.6,85,000/- and after receiving Rs.2,00,000/- as earnest money, handed over its vacant possession to the complainant. Respondent No.1 further received a sum of

Rs.3,00,000/- from the complainant. Respondent No.1 was introduced by respondent No.2-Prem Singh, a property dealer, who had got deal finalized and even witnessed the agreement to sell. Full and final payment was to be made by 30.6.2000. On 5.9.2000. the parties agreed that remaining amount of Rs.1,85,000/- would be paid by way of monthly installment of Rs.3,300/- per month w.e.f. 9.9.2000 and respondent No.1 was to execute the sale deed of half plot in favour of complainant. Accordingly, sale deed dated 5.9.2000 was executed regarding ½ share of the plot in favour of the complainant, which was witnessed by respondent No.2-Prem Singh. After the execution of the sale deed, the complainant started paying Rs.3,300/- per month. On 1.1.2000, respondent No.1 asked the complainant to give security as he had handed over possession of the entire 8 marlas of plot without getting full and final payment. Resultantly, the complainant signed on three blank papers comprising of one stamp paper and two blank papers. He also handed over two blank cheques to respondent No.1. In the month of July 2001, the complainant obtained a loan of Rs.3,00,000/- from PNB Housing Finance for construction of house on the plot. He raised construction after taking consent from respondent No.1 in writing and rented out the same to Harsh Bala. Respondent No.1 started pressurizing the complainant to make full and final payment and

executed the settlement dated 5.9.2000 regarding payment in installments. Respondent No.1 also asked the complainant to sell the house if he was not in a position to make full and final payment. Respondent No. 1 introduced one Sohan Singh to the complainant as prospective buyer with whom the complainant entered into an agreement to sell dated 15.5.2002 for a sum of Rs.5,05,000/- and Rs. 50,000/- fixed as earnest money. Out of the said amount, Rs.20,000/- was received by the complainant whereas Rs.30,000/- was received by respondent No.1. The last date for registration of sale deed was fixed as 14.8.2002. However, Sulakhan Singh told the complainant that he should sell remaining half portion of the 8 marlas plot, which was not in the name of the complainant but he could still enter into an agreement to sell as there was a power of attorney regarding the same in the original agreement to sell. The complainant entered into an agreement to sell remaining half portion with one Rajiv and Rs.80,000/- was received as earnest money. The last date for execution of the sale deed was fixed as 13.9.2002. Meanwhile, the last date for execution of agreement to sell with Sohan Singh was extended upto 14.9.2002. Due to confusion between Sohan Singh and Rajiv as to whether they were sold the same plot or different plots, they filed a complaint against the complainant before the S.S.P. Chandigarh regarding cheating which was

ultimately filed. The amount of Rs.1,30,000/- was returned to Sohan Singh and Rajiv by the complainant. Respondent No.1 came to the complainant on 3.10.2002 with a typed General Power of Attorney (GPA) and told him that he should sign the GPA so that respondent No.1 may be able to get the rent directly from Harsh Bala. The complainant signed the first copy of GPA on its last page. However, respondent No.1 forged the signatures of the complainant on each and every page of the GPA and got the same registered, although the complainant was not present there. Respondent No.1 also prepared a false and forged Will, affidavit and sale agreement by forging the signatures of the complainant. Respondent No.1 started receiving rent from Harsh Bala through cheques. The complainant was not aware of the other documents. In order to make complete payment to respondent No.1, the complainant entered into an agreement with Rajinder Kumar for a total sale consideration of Rs.5,50,000/-. By misusing the false and forged GPA, respondent No.1 in connivance with Balram Sharma sold the house of the complainant to said Balram Sharma for Rs.5,00,000/- and handed over the possession of the area under possession of Harsh Bala tenant to Balram Sharma vide registered sale deed. In the month of April 2003, the complainant and Rajinder Kumar came to know regarding this incident. The complainant got the copies of false

and forged GPA and Will from the Office of Sub-Registrar. There was a heated discussion between the complainant and respondent No.1. The complainant recorded the conversation as by that time, he was aware of the malafide intention of respondent No.1. In that recording, respondent No.1 admitted receiving Rs.3,300/- per month from the complainant and selling the house to respondent No.4 Balram Sharma as some amount was due towards the complainant. He also admitted taking the possession of pacca house of the complainant secretly. According to the complainant, his signatures on the last page of the GPA were genuine whereas all the other signatures were false and forged by respondent No.1. Similarly, the Will dated 3.10.2002 was also forged and fabricated document. A legal notice was sent by the complainant to respondent No.4-Balram Sharma that he was a trespasser and should vacate the house immediately, but he did not do so. Complaints were submitted to the S.S.P., Chandigarh for registration of case but no action was taken. The blank cheques given by the complainant were also misused by the accused. The complaint under Section 138 of the Negotiable Instruments Act was filed against the complainant by one Amar Singh who admitted that he had misused the cheque on the asking of respondent No.1 and had supplied the same to him. This fact was also admitted by Amar Singh in the compromise

arrived at between them and he gave an affidavit to the effect that he never witnessed or signed any document on 3.10.2002. The complainant got the documents examined through a private expert who gave a report to the effect that the signatures on the documents were forged and fabricated which did not belong to the complainant.

After hearing learned counsel for the applicant and on going through the impugned judgment as well as record, which stands requisitioned, this Court finds that CW2 Jassi Anand, Forensic Expert admitted in her cross-examination that the disputed signatures on the various documents were present on photostat copies of those documents and she had not examined any document from the Court file. She also stated that the documents were supplied to her by the party in her office and also admitted that the standard signatures were taken in the Court.

Mere saying by the complainant that the various documents were forged and fabricated is not sufficient to come to the said conclusion. Even otherwise, the complainant admitted that his name appeared on the various documents as Suresh Kumar Rana. He cannot now turn around to state that those documents contained the word Suresh Kumar Rana and, as such, they were forged.

According to the complainant, he had moved a complaint before the SSP regarding alleged forgery done by the accused. However, perusal of the complaint Ex.CW5/14 showed that there was no mention therein of forgery of any Will or affidavit by the accused. As far as GPA is concerned, the case of the complainant was that he had only signed on one page but the accused had forged his signatures on the remaining pages. This version stands falsified by the report of CW2 Dr. Jassi Anand, who opined that all the signatures were forged. Upon the GPA in question, the photograph of the complainant had been affixed but the complainant failed to explain as to how the accused got hold of his photographs.

It is the case of the complainant that the Will, GPA, affidavit, sale agreement, etc. were forged documents but he did not file any civil suit against respondent No.1-Sulakhan Singh. The complainant did file a civil suit for declaration that the sale deed dated 12.3.2003 executed by respondent no.1 being GPA of the complainant in favour of respondent No.4-Balram Sharma was illegal, null and void but the said civil suit was dismissed.

From an overall picture of the case, it is made out that the dispute between the parties was purely civil in nature but for reasons best known to him, the complainant has tried to give it a shape of a criminal nature.

In view of the above, no case is made out for any interference in the impugned judgment of acquittal passed by the learned trial Court. The application is without any merit and, therefore, dismissed. Leave to appeal is declined.

(T.P.S. MANN)
JUDGE

August 28, 2018
amit rana

(FATEH DEEP SINGH)
JUDGE

Whether reasoned/speaking	Yes/No
Whether reportable	Yes/No