

**CRM-M-10509-2016**

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

**CRM-M-10509-2016 (O & M)**  
**Date of Decision: 02.05.2019**

Harbrinder Singh and others

... Petitioners

Versus

State of Punjab and another

... Respondents

**CORAM: HON'BLE MR. JUSTICE INDERJIT SINGH**

Present: Mr. S.S.Brar, Advocate,  
for the petitioners.

Ms. Monika Jalota, DAG, Punjab.

Mr. Animesh Sharma, Advocate,  
for respondent No.2.

**INDERJIT SINGH, J.**

Petitioners-Harbrinder Singh, Mandip Kaur and Jaswinder Singh have filed this petition under Section 482 of the Cr.P.C. against respondents-State of Punjab and Chandvir Singh for quashing of FIR No.177 dated 29.12.2009, registered at Police Station Sadar Malerkotla, District Sangrur, under Sections 420, 465, 467, 468, 471 and 120-B of the Indian Penal Code, alongwith further proceedings arising therefrom.

Notice of motion was issued in this petition. Learned State counsel appeared on behalf of respondent No.1-State and respondent No.2 also appeared through his counsel. They contested this petition.

I have heard learned counsel for the parties as well as learned State counsel and gone through the record.

From the record, I find that FIR, in the present case, has been

**CRM-M-10509-2016**

got registered by respondent No.2-Chandvir Singh against the present petitioners. The contents of the FIR reads as under:

*“The brief facts of the case are that on 29.12.2009, an order No.5114/P dated 29.12.2009 from Sh. SSP Sahib Sangrur, Chandvir Singh son of Rupinder Singh, resident of Beerh Ahmadabad, P.S.Malerkotla moved before the SSP Sangrur, the subject of which is as under: - To, The SSP Sahib, Sangrur, Sub:- Complaint against (1) Harbrinder Singh s/o Harbans Singh (2) Jaswinder Singh s/o Beant Singh, (3) Mandip Kaur w/o Harbrinder Singh, residents of village Beer Ahmadabad, Tehsil Malerkotla (4) Shiv Kumar, Stamp Vendor, Old Courts, Malerkotla for preparing forged agreement dated 22.06.2001 of the land of the applicant measuring 9 bigha 10 biswa and for registration of case under Sections 420, 465, 467, 468, 471, 120-B IPC. Sir, the applicant submits as under: - (1) That the applicant is permanent resident of village Beer Ahmadabad Tehsil Malerkotla, District Sangrur. The applicant's father S. Rupinder Singh, who has expired on 19.5.2000, had installed a sheller in 1980 in the name and style of M/s Dashmesh Rice Mills on some part of his land bearing khasra No.194/33 measuring 9 bigha 19 biswa and this firm was having four partners i.e. his father Rupinder Singh s/o Beant Singh and two brothers namely*

CRM-M-10509-2016

*Jaswinder Singh and Rajinder Singh, residents of V. Beer Ahmadabad Tehsil Malerkota, District Sangrur. It was a registered partnership firm. Copy of jamabandi is annexed as Annexure A. (2). That in the year 2001 after the death of Rupinder Singh, father of the applicant, the said sheller was closed. The said firm was already lying closed since 10.01.1988 due to the death of the shareholder of Beant Singh and cases were pending in separate courts against the firm filed by Civil Supply Corporation and PUNSUP, which I could not pursue. In June, 2001, Harbinder Singh, who is uncle (Fuffar) of the applicant, took the applicant, his sisters and mother into confidence that he would liquidate the loan taken by all the shareholders on the machinery and building material and as such liability of the mill would be finished and cases would be closed. Therefore, Harbinder Singh, his wife Mandip Kaur and Jaswinder Singh in connivance with each other got executed a fabricated agreement on stamp of Rs.2.25. from us. This agreement was having two pages. Ist page was of stamp paper of Rs.2 and 2<sup>nd</sup> page of stamp paper was of 25 paise. They kept the said agreement with them after getting signatures from all because he (Harbinder Singh) being elder son-in-law of the joint family, was trusted, but they i.e. Harbrinder Singh, his wife and Jaswinder Singh in connivance with*

CRM-M-10509-2016

*each other have sold the said mill alongwith machinery and building material for a consideration of Rs.25 lakh to one Rajbir Bansal and neither they liquidated any loan amount nor any case has been withdrawn and nor any amount has been paid to the applicant and his family and they all the three in connivance with each other misappropriated the said amount. (4). That Harbrinder Singh is a clever type of person and in March 2009, he in connivance with Jaswinder Singh and stamp vendor Shiv Kumar by exchanging the 1st page of document of June 2001 got typed a new writing on stamp paper of Rs.20 in connivance with the stamp vendor and prepared a forged agreement to sell of the land of the applicant and typed newly as it is on the stamp paper of Rs.20 so that third page may not be used and typed as it is on the back page of old stamp paper. As such, this forged agreement has been prepared on the stamp paper of Rs.20.25 and there are no signatures/thumb impression of anybody on the 1st page and in the margin of old stamp papers of 25 paise, there are signatures of Harbrinder Singh, Jaswinder Singh and his wife Mandip Kaur and got signatures of two witnesses of the area as identified by taking them into confidence and got written the period of 8 years for getting registered the sale deed in the forged agreement, which is wrong according to law and stamp paper of*

**CRM-M-10509-2016**

*Rs.20.25 is not being used for any agreement. Copy of forged agreement is annexed herewith. (4). That on the basis of this forged agreement, Harbrinder Singh in connivance with Jaswinder Singh, his mother-in-law Balwinder Kaur and his wife Mandip Kaur and sister-in-law Navjot Kaur filed a suit against the applicant and his family regarding this khasra No.33 min. measuring 9 bighas 10 biswas in the Civil Court at Malerkotla (suit for specific performance of the agreement to sell dated 22.6.2001) and produced this document in evidence, having knowledge that this a forged document, for providing to be genuine document. The applicant came to know regarding this forged document on receipt of notice from the court. (4). That the applicant forthwith by taking copy of the same contacted the witnesses. Moh. Razman Lambardar Killa Rehmatgarh Malerkotla and Mohd. Basir s/o Idu r/o Beer Ahmadabad Member Panchayat and asked about putting the witnesses on this forged agreement and they stated that in 2009, Harbrinder Singh, his wife Mandip Kaur and Jaswinder Singh got their signatures by fraud and we neither put any signatures on any agreement nor any agreement has been into before us and regarding this they have given their attested affidavits to the applicant. Copies of which are annexed as Annexures C & D. (6) That the accused in*

**CRM-M-10509-2016**

*connivance with each other by preparing a forged agreement in order to grab the land of the applicant committed a big fraud with the applicant and his family and as a result of this shock, mother of the applicant Smt. Kuldip Kaur had expired on 2.6.09 due to brain haemorrhage and an irreparable loss has been suffered by the applicant and his family. Copy of death certificate is annexed as Annexure-E. So, by submitting this application, it is requested that case be registered against the above said accused and they be got punished. Submitted by Sd/- Chandbir Singh.”*

In the present case, cancellation report was sent by the police and learned Judicial Magistrate Ist Class, Malerkotla, vide order dated 06.07.2015, had taken the cognizance of the offence on the complaint and found that a *prima facie* case is made out under Sections 420, 467, 465, 468, 471 and 120-B of the IPC.

I have gone through the record, especially the FIR and the order dated 06.07.2015 passed by learned Judicial Magistrate Ist Class, Malerkotla. Perusal of the order dated 06.07.2015 shows that no illegality has been committed by learned Magistrate while passing the same. There is a finding of the civil court in the civil suit that agreement to sell is a forged document. Learned Magistrate has also perused the original agreement to sell and has taken the judicial notice that writing typed at page No.2 i.e. on the backside of page No.1 is different from the other body of the document.

Learned Magistrate has further found that Mohd. Ramjan and Mohd. Bashir,

**CRM-M-10509-2016**

attesting witnesses of the document, have also got their statements recorded and submitted their affidavit that their signatures were fraudulently taken by the accused. Learned Magistrate has also observed that no reason has been given for presenting the cancellation report.

The arguments of learned counsel for the petitioner that case is of civil nature and a regular second appeal is pending against the decision of the civil court, are no ground for quashing the FIR or setting aside the order dated 06.07.2015 passed by learned Judicial Magistrate Ist Class, whereby cognizance of the offence has been taken. The argument of learned counsel for the petitioner is having no force. There are sufficient materials on record to show the commission of cognizable offences.

In view of the above discussion, I find that no ground is made out for quashing the FIR or setting aside the order dated 06.07.2015 passed by learned Judicial Magistrate Ist Class, Malerkotla.

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

However, nothing stated above shall constitute my opinion on merits of the case.

**02.05.2019**

parveen kumar

**(INDERJIT SINGH)  
JUDGE**

|              |                           |   |     |
|--------------|---------------------------|---|-----|
| <b>Note:</b> | Whether speaking/reasoned | : | Yes |
|              | Whether reportable        | : | No  |