

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

CRM No.M-38783 of 2016 (O&M)

Date of Decision: July 16, 2019

Chaman Lal and another

...Petitioners

VERSUS

Amarjit Kaur

...Respondent

CORAM: HON'BLE MR. JUSTICE INDERJIT SINGH

Present: Mr.Ankur Bansal, Advocate for
Mr.Akaant Kumar Mittal, Advocate
for the petitioners.

Mr.S.S.Siao, Advocate
for the respondent.

INDERJIT SINGH, J.

Petitioners have filed this petition under Section 482 Cr.P.C. for quashing of complaint No.720/2-9-12 titled as 'Smt.Amarjit Kaur vs. Chaman Lal and another', under Sections 420, 467, 468, 471 and 120-B IPC, summoning order dated 27.08.2014 whereby the petitioners were summoned to face trial under above-said Sections and all subsequent proceedings arising therefrom.

Notice of motion was issued. Learned counsel for the respondent appeared and contested the petition.

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

From the record, I find that Annexure P-1 is the copy of

complaint, which shows that Amarjit Kaur filed the complaint against Chaman Lal and Baldev Raj. It is stated in the complaint that complainant is owner in possession of the property measuring 673 sq. yards. The accused have forged and fabricated the agreement dated 26.12.2011 regarding the above-said property on the stamp paper, which the accused got signed from the complainant and her husband as witnesses, as the accused were to pay loan amount to someone else. The complainant and her husband came under the talks of accused, as they are having friendly relations with them and as such, complainant and her husband signed blank stamp papers. It is further stated in the complaint that now, it has come to the knowledge of complainant that accused has converted blank papers into an agreement of sale dated 26.12.2011 regarding the property measuring 673 sq. yards. The complainant never executed aforesaid agreement of sale nor received any earnest money. The accused are land grabber and by fabricating and forging alleged agreement of sale, they caused great loss to the complainant and have committed fraud. It is further alleged that complainant never purchased stamp papers for execution of agreement to sell nor they visited with the accused for typing the agreement in the office of any typist.

It is settled law that in the quashing petition, this Court is not to give finding of fact. The finding of fact is to be given by the trial Court on the basis of evidence. At the time of summoning the accused, the Court is only to see whether there are sufficient grounds to proceed further with the complaint or not. The perusal of the averments of the complaint shows that complainant is alleging that agreement to sell is a fabricated document and

that they never took jamabandi in this case neither they purchased stamp papers nor received any earnest money nor they visited any typist or deed writer and accused are land grabber, who prepared agreement falsely by obtaining their signatures on blank papers whereas learned counsel for the petitioners denied all these facts. There is dispute with material facts and these facts are to be decided by the trial Court on the basis of evidence. In the quashing petition, the finding of fact cannot be given.

Learned counsel for the petitioners further argued that Civil Court has already passed judgment and therefore, criminal complaint should be quashed. On this argument, I find that judgment of Civil Court is not binding upon the Criminal Court. Otherwise also, the petitioners have not challenged the summoning order by filing the revision before the Court of Session.

In view of the above discussion, I do not find any ground to quash the complaint in question at this stage.

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

July 16, 2019
Vgulati

(INDERJIT SINGH)
JUDGE

Whether speaking/reasoned
Whether reportable

Yes
No