

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

CRM No.M-42173 of 2016 (O&M)

Date of Decision: May 28, 2019

Baljit Kaur and another

...Petitioners

VERSUS

State of Punjab and another

...Respondents

CORAM: HON'BLE MR. JUSTICE INDERJIT SINGH

Present: Mr.T.S.Sangha, Senior Advocate with
Mr.Narender Singh, Advocate
for the petitioner.

Ms.Monika Jalota, DAG, Punjab
for the respondent-State.

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

INDERJIT SINGH, J.

Petitioner has filed this petition under Section 482 Cr.P.C. for quashing of FIR No.54 dated 10.06.2016 under Sections 420 read with Section 34 IPC, registered at Police Station Bhadson, District Patiala and all consequent proceedings arising therefrom.

Notice of motion was issued. Learned State counsel as well as learned counsel for respondent No.2 appeared and contested the petition.

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

As per the FIR, Paramjit Singh Brar entered into agreement to

sell with Baljit Kaur and Pargat Singh, husband of Baljit Kaur also signed on the agreement showing his consent. The agreement was entered into on 03.02.2014 @ ₹6.75 lacs per bigha, total amounting to ₹20,00,000/- and date for registration of sale deed was fixed as 30.05.2014. As per the FIR, there was dispute between Baljit Kaur and others regarding the land in question. Baljit Kaur and her *jeth* Balvir Singh told the complainant that their dispute would be finished but this was a well planned conspiracy of Baljit Kaur, her husband Pargat Singh and her *jeth* Balvir Singh. Few days before the Registry, they asked the complainant that dispute has not been resolved and asked for some more time but they had already planned to cheat the complainant. Neither they got sale deed executed nor returned the amount of ₹20 lakhs.

Learned counsel for respondent No.2-complainant, at the time of arguments, argued that it is in the agreement that passage was also sold but there was no passage at the spot, so accused-petitioners have committed a fraud. He also argued that this fact is further clear that petitioners have purchased the land for the purpose of providing passage only on 09.02.2015, whereas agreement was executed about one year earlier.

On the other hand, learned counsel for the petitioners argued that complainant-respondent No.2 has filed civil suit for recovery only and has not filed the suit for specific performance. He argued that the petitioners are ready to execute the sale deed even today. The complainant is not getting the sale deed executed as the prices of the property have slashed since execution of the agreement. He next argued that even if it is taken that land for the purpose of passage was purchased on 09.02.2015, it

the land for the purpose of providing passage. Learned counsel for the petitioners next contended that when the passage was already provided, then why the complainant filed the complaint after four months, on the basis of which, this FIR was got registered. He argued that there is nothing in the FIR to show culpable intention to cheat right from the beginning. At the most, it can be held as breach of terms of contract. Learned counsel for the petitioners also contended that, it is, rather the complainant, who has committed breach of terms of contract, which is clear from the fact that he has only filed suit for recovery and not for specific performance whereas the petitioners are still ready to execute the sale deed, as per terms and conditions of the agreement.

After going through the record and after hearing learned counsel for the parties, I find merit in the arguments of learned counsel for the petitioners. The perusal of the FIR nowhere shows any culpable intention of the petitioners from the very beginning to cheat the complainant. Rather, even if, it is taken as it is that the petitioners purchased the land for the purpose of passage, then it shows that petitioners are interested to comply with the terms and conditions of the agreement. The argument of learned counsel for the petitioners that petitioners are ready to execute the sale deed, has not been rebutted by learned counsel for respondent No.2.

The filing of suit only for recovery and not for specific performance, further shows that it is the complainant, who does not want specific performance of the agreement to sell. The perusal of the FIR itself shows that dispute between the parties is of civil nature. No cognizable

offence is made out from the perusal of the FIR.

In view of the above discussion, I find that the registration of the FIR in the present case is nothing but abuse of process of law and amounts to miscarriage of justice.

Finding merit in the present petition, the same is allowed. FIR No.54 dated 10.06.2016 under Sections 420 read with Section 34 IPC, registered at Police Station Bhadson, District Patiala, along with all subsequent proceedings arising therefrom, are hereby quashed.

However, it is made clear that above findings by this Court are only given for the purpose of deciding the present case.

May 28, 2019
Vgulati

(INDERJIT SINGH)
JUDGE

Whether speaking/reasoned
Whether reportable

Yes
No