

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CRM-M-23773-2019 (O&M)
Date of Order: 27.08.2019

Tarsem Lal Verma

..Petitioner

Versus

State of Punjab and another

..Respondents

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Ms. Mansi Bansal, Advocate, for the petitioner.
Mr. SPS Tinna, Addl. A.G., Punjab

ANIL KSHETARPAL, J(Oral)

Prayer in the present petition is to quash FIR No.38, dated 27.02.2015, registered under Sections 406/420/120-B IPC, at Police Station Division 8, Jalandhar, challan and all consequential proceedings arising therefrom.

On 23.05.2019, notice of motion was issued while noticing the various contentions of learned counsel for the petitioner. Order dated 23.05.2019 is reproduced as under:-

“Learned counsel for the petitioner contends that the petitioner had availed credit facility from respondent no.2-Bank and against that credit facility, wife of the petitioner namely Late Smt. Raj Rani had mortgaged her property in favour of the bank. She further submits that the entire dues have been cleared. She further submits that the property which was mortgaged was sold primarily to pay the loan amount to the bank and for some domestic need. She further submits that in any case no criminal offence has been committed by the petitioner.

Notice of motion for 19.07.2019.

On asking of this Court, Mr. Ramdeep Partap Singh, DAG, Punjab, accepts notice of behalf of

the State.

Let notice be issued to respondent no.2.

In the meantime, further proceedings before the trial court shall remain stayed.”

ASI Paramjit Singh, the Investigating Officer, who is present in the Court, has admitted that the bank has already recovered its entire dues which is also part of the final report submitted in the Court.

There is no prohibition in law to dispose of the property which was under mortgage. Such transfer shall be subject to mortgage. However, such sale is not void. If there is any contract to the contrary, then the sale is at most in violation of the contract.

Inspite of service, no one has appeared for respondent no.2-bank.

Be that as it may, the present FIR has been registered by respondent no.2-bank i.e. Punjab and Sind Bank on the ground that the mortgaged property has been sold in violation of the clause of the contract. It is pleaded case of the petitioner that the mortgaged property was sold to re-pay the loan amount which has in fact been re-paid as per the Investigating Officer. No dues certificate issued by the bank has also been produced.

In view of the aforesaid discussion, FIR No.38, dated 27.02.2015, registered under Sections 406/420/120-B IPC, at Police Station Division 8, Jalandhar, challan and all consequential proceedings arising therefrom are quashed.

August 27, 2019
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(ANIL KSHETARPAL)
JUDGE

Whether speaking/reasoned
Whether reportable

: Yes/No
: Yes/No