

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

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**CRM-M-42493-2019(O&M)
Date of Order: 22.10.2019**

Harinder Singh

..Petitioner

Versus

Nanni Shoor and others

..Respondents

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. Amarjit Singh Ahluwalia, Advocate,
for the petitioner.

ANIL KSHETARPAL, J(Oral)

Present petition under Section 482 of the Code of Criminal Procedure has been filed, challenging the order passed by the learned Chief Judicial Magistrate dismissing the criminal complaint while refusing to summon the accused which has been affirmed in revision by the Court of Sessions.

Complainant-petitioner alleges non-performance of their obligation under the agreement to sell by the respondents and their refusal to refund the money.

It is the case of the petitioner-complainant that the alleged agreement to sell took place in the year 1999 and the petitioner, without filing any suit for specific performance of the agreement to sell, filed this complaint on 15.12.2014 i.e. after a delay of 15 years. Still further, the agreement to sell is said to be oral. Complainant produced written receipt Ex.C1, but it is not signed by the complainant or the accused. Learned Judicial Magistrate dismissed the complaint on merits as well as on the ground of limitation. The Court of Sessions in revision after re-appreciation of the evidence led, dismissed it on merits.

Learned counsel for the petitioner submits that the learned Judicial Magistrate did not examine the case on merits.

This court does not find substance in the aforesaid argument in view of finding arrived at by learned Judicial Magistrate, which are extracted as under:-

“6. The complainant has come to the Court on the basis of alleged agreement with the accused which took place in the year 1999 i.e. About 18 years age. He has not given any valid explanation that why he kept on waiting for a period of 18 years for initiating legal action against the accused. Secondly, even if the contention of the complainant is believed that the agreement was oral but he kept on making repeated requests to the accused for registration of the sale deed but he did not register any agreement to sell nor he obtained their consent on any document relating to the property which was to be produced by him. He has produced on record a hand written receipt relating to payment of Rs.3,90,000/- but the said receipt is neither signed by the complainant nor accused, so it has no validity in the eyes of law. CW2 and CW3 are the witnesses who merely went to Gymkhana Club along with complainant for the purpose of compromise and they are not witnesses of the alleged agreement to sell.”

Learned court of Sessions has undisputedly examined the case on merits and found that the petitioner has failed to make out a case of issuing process as required under Section 204 of the Code of Criminal Procedure.

Hence, dismissed.

October 22, 2019
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(ANIL KSHETARPAL)
JUDGE

Whether speaking/reasoned
Whether reportable

: Yes/No
: Yes/No