

In the High Court of Punjab and Haryana at Chandigarh

CRR No. 3728 of 2017 (O&M)
Date of Decision: 13.3.2020

Raj Kumar

.....Petitioner

Versus

Ravinder and others

.....Respondents

CORAM: HON'BLE MR. JUSTICE HARNARESH SINGH GILL

Present: Mr. S.S.Lamba, Advocate
for the petitioner.

Mr. Sudhir Rana, Advocate
for respondents No. 1 and 2.

Mr. Ramesh Kumar Ambavta, AAG, Haryana.

HARNARESH SINGH GILL, J.

The present revision is directed against the order dated 16.9.2017 passed by Judicial Magistrate Ist Class, Faridabad, vide which accused-respondents No. 1 and 2 i.e. Ravinder and Anil, respectively were discharged of the offences to which they were summoned to face the trial.

Brief facts of the present case are that FIR No. 460 dated 14.7.2006 under Sections 406, 419, 420, 467, 468, 471, 34 IPC was registered at Police Station NIT, Faridabad against Ajit Singh, Mukesh (wife of Ajit Singh), Devender, Anil Kumar and Ravinder. As per the petitioner-complainant Raj Kumar, an agreement to sell had been fabricated by the accused persons which was being witnessed by Ravinder and Anil i.e. respondents No. 1 and 2, respectively. It has been alleged that the document i.e. agreement to sell had been fabricated by Ajit Singh with the

help of his wife Mukesh, Devender and respondents Ravinder and Anil. It has further been alleged that Anil, who is the brother-in-law of Ajit Singh and respondent No. 1 Ravinder, who is the cousin of Ajit Singh, were introduced as witnesses so as to take the benefit of the said forged document.

As per the case of the petitioner, the disputed agreement to sell was sent to Forensic Science Laboratory, Madhuban and vide report dated 28.8.2006, it had been concluded that the said document was forged by writing the contents of the alleged agreement-cum-receipt on a paper already having signatures of complainant-petitioner Raj Kumar. It has further been averred that the local police had presented the challan only against Ajit Singh and exonerated all other accused persons.

Learned counsel for the petitioner has argued that all the accused mentioned in the FIR namely, Ajit Singh, Mukesh (wife of Ajit Singh), Devender, Anil (brother-in-law of Ajit Singh) and Ravinder (cousin of Ajit Singh) have forged the document and even as per the report of the Forensic Science Laboratory, Madhuban dated 28.8.2006, the document (agreement to sell) has been forged by writing the contents on the paper already having signatures of the complainant-petitioner Raj Kumar.

Learned counsel has further argued that from the FSL report it has been *prima facie* established that the agreement to sell was a built up document by all the accused and accused Ravinder and Anil i.e. respondents No. 1 and 2, respectively, who had signed as attesting witnesses, have shown their complicity on the forged document whereas the attesting witnesses were supposed to attest a document in the presence of the parties.

Thus, both respondents No. 1 and 2 have conspired with the main accused

Ajit Singh in preparing the agreement to sell in question and the offence punishable under Section 467, 468, 471, 120-B IPC is made out and the trial Court has committed an error by drawing a conclusion that no charge was made out against respondents Ravinder and Anil and they were ordered to be discharged. Learned counsel has placed reliance on ***Sheoraj Singh Ahlawat and others versus State of Uttar Pradesh and another 2013 (1) R.C.R. (Criminal) 153*** wherein it has been held that the allegations made against the appellants are specific not only against the husband but also against the parents-in-law of the complainant-wife and whether or not those allegations are true is a matter which cannot be determined at the stage of framing of charges.

Per contra, learned counsel for respondents No. 1 and 2 has argued that the only allegation against respondents Ravinder and Anil in the complaint is that main accused Ajit Singh with their help had forged the agreement to sell in question as both of them i.e. Ravinder and Anil were introduced as witnesses. Thus, there are no specific allegation against respondents Anil and Ravinder. It has further been argued that the petitioner/complainant has deposed that accused Ajit Singh along with his wife Mukesh and relatives Ravinder and Anil as well as Devender being in conspiracy prepared a blank signed document as an agreement to sell whereas there is no averment to establish as how and in what manner the conspiracy was hatched between Ajit Singh, Anil and Ravinder. Thus, respondents Ravinder and Anil have no role in forging the alleged agreement to sell and they have been rightly discharged of all the offences to which they were summoned to face the trial.

Learned counsel for respondents No. 1 and 2 has further argued

that the petitioner has no right to file the revision against an interlocutory order and hence, the revisional jurisdiction cannot be exercised. In support of his arguments, learned counsel has placed reliance on the judgment of the Apex Court in ***Girish Kumar Suneja versus C.B.I. 2017 (3) R.C.R. (Criminal) 665*** and ***Prabhu Chawla versus State of Rajasthan and another 2016 (4) R.C.R. (Criminal) 270***.

I have heard the learned counsel for the parties and with their able assistance have gone through the file and evidence on record.

In the present case, respondents No. 1 and 2 i.e. Ravinder and Anil, respectively stand discharged by the Judicial Magistrate Ist Class, Faridabad vide impugned order dated 16.9.2017. It is a case in which the FIR was registered on the complaint made by petitioner-Raj Kumar alleging that the document prepared as agreement to sell was fabricated by Ajit Singh with the help of his wife Mukesh, Devender, Ravinder and Anil. Anil is stated to be the brother-in-law of Ajit Singh whereas Ravinder is the cousin of Ajit Singh. As per the report of Forensic Science Laboratory dated 28.8.2006, the document in question was prepared on a paper already having signatures of petitioner-complainant Raj Kumar. Challan against Ajit Singh was filed and all the other accused were exonerated.

It is the case of the petitioner-complainant that all the accused hatched a conspiracy to prepare the agreement to sell but there is no averment to establish that how and in what manner respondents Ravinder and Anil were the part of the conspiracy. Moreover, no transaction was ever made by Ravinder and Anil with the complainant-petitioner nor they had ever induced him to deliver any property. Even the FSL report does not find that there is any similarity in the writing and signatures of Ravinder and

Anil.

Thus, this Court does not find that respondents Ravinder and Anil have any role in forging of the agreement to sell and they have been rightly discharged by the trial Court.

Even otherwise the revision could not have been filed against an interlocutory order. The Apex Court in **Prabhu Chawla's** case (supra), the Apex Court has held as under:-

“In our considered view any attempt to explain the law further as regards the issue relating to inherent power of High Court under [Section 482](#) Cr.P.C. is unwarranted. We would simply reiterate that [Section 482](#) begins with a non-obstante clause to state: “Nothing in this Code shall be deemed to limit or affect the inherent powers of the High Court to make such orders as may be necessary to give effect to any order under this Code, or to prevent abuse of the process of any Court or otherwise to secure the ends of justice.” A fortiori, there can be no total ban on the exercise of such wholesome jurisdiction where, in the words of Krishna Iyer, J. “abuse of the process of the Court or other extraordinary situation excites the court’s jurisdiction. The limitation is self-restraint, nothing more.” We venture to add a further reason in support. Since [Section 397](#) Cr.P.C. is attracted against all orders other than interlocutory, a contrary view would limit the availability of inherent powers under [Section 482](#) Cr.P.C. only to petty interlocutory orders! A situation wholly unwarranted and undesirable.”

The Apex Court in **Girish Kumar Suneja's** case (supra) has held as under:-

16. While the text of sub-section (1) of [Section 397](#) of the Cr.P.C. appears to confer very wide powers on the court in the exercise of its revision jurisdiction, this power is equally severely curtailed by sub-section (2) thereof. There is a complete prohibition in a Court exercising its revision

jurisdiction in respect of interlocutory orders. Therefore, what is the nature of orders in respect of which a court can exercise its revision jurisdiction?

17. There are three categories of orders that a Court can pass – final, intermediate and interlocutory. There is no doubt that in respect of a final order, a Court can exercise its revision jurisdiction – that is in respect of a final order of acquittal or conviction. There is equally no doubt that in respect of an interlocutory order, the Court cannot exercise its revision jurisdiction. As far as an intermediate order is concerned, the Court can exercise its revision jurisdiction since it is not an interlocutory order.

Thus, as per the decision of the Hon'ble Apex Court in ***Girish Kumar Suneja's case*** (*supra*), the Court cannot exercise its revisional jurisdiction against an interlocutory order.

Keeping in view the above, coupled with the fact that the impugned order is an interlocutory one, no interference by this Court is called for.

The petition is dismissed.

(HARNARESH SINGH GILL)
JUDGE

March 13, 2020
Gurpreet

Whether speaking/reasoned : Yes/No
Whether reportable : Yes/No