

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

**Criminal Misc. No.M-30391 of 2020(O&M)
Date of Decision: September 09, 2021**

Sheetu Rani

...Petitioner

Versus

State of Punjab and another

...Respondents

CORAM: HON'BLE MR. JUSTICE HARINDER SINGH SIDHU

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Present: - Mr.Kanwaljit Singh, Sr. Advocate assisted by
Mr.Pushpinder Kaushal, Advocate for the petitioner.

Mr.Sarabjit Sinch Cheema, AAG, Punjab.

Mr.S.P.S.Sidhu, Advocate for the complainant.

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HARINDER SINGH SIDHU, J.

This is a petition filed under Section 482 Cr.P.C seeking quashing of FIR No.150 dated 29.08.2016 under Sections 420, 467, 468, 471, 120-B, 109 and 506 IPC, Police Station City, Sri Muktsar Sahib and consequential proceedings arising therefrom. The FIR was registered consequent upon the order dated 16.05.2016 (P-2) passed by the Ld. Judicial Magistrate 1st Class, Sri Muktsar Sahib against the petitioner and other accused on a complaint filed by respondent No.2.

The FIR was registered against five persons (i) Amit Kukkar, Director of the Firm M/s Nature Heights Infra Ltd. (ii) Harpreet Kaur d/o Hargobind Singh (iii) Shal Lal Bansal s/o Amar Nath (iv) Sanjay Kumar and (v) Sheetu Rani – petitioner, with the allegations that the complainant Ujjagar Singh had retired from the post of Principal on 31.07.2008 from

K.V. Dantewada, District Dantewada (Chhattisgarh) which is a branch of Kendriya Vidyalaya Sangathan, New Delhi. M/s Nature Heights Infra Limited through its Director Amit Kukkar (accused No.1) had floated a scheme for purchase of real estate in various projects maintained by his company. Sham Lal Bansal – accused No.3 was Relationship Manager in the said Company. Accused Amit Kukkar instigated the complainant to become the Member of the Company. He in connivance with the marginal witnesses and the stamp vendor executed two agreements to sell with complainant on 18.12.2012 and 09.12.2012 respectively regarding land situated at Guruharsahai Road, Muktsar-III and village Bringali, Tehsil Mukerian, District Hoshiarpur. As per the agreement to sell, the total price of the property/plot (application/client No.5752/10000171) situated in Muktsar-III was fixed at Rs.7,56,250/-. Accused No.1 in presence of marginal witnesses received Rs.1,89,063/- as earnest money from the complainant. The Company was to receive the second and third installments of Rs.1,86,063/- till 14.03.2013 and 14.06. 2013 respectively. It was assured that it would get the sale deed registered after receiving the fourth and last installment of Rs.1,89,063/- till 04.09.2013. It was also stipulated between the complainant and accused No.1 that the physical possession of the said land will be delivered to the purchaser i.e. complainant at the time of execution of the sale deed.

As per agreement to sell the total price of the property/plot bearing No.10046697 situated at village Bringali, Tehsil Mukerian now Tehsil Talwara District Hoshiarpur was fixed at Rs.2,25,000/-. It was also stipulated that at the time of execution of the sale deed the purchaser i.e. complainant would pay a sum of Rs.2,25,000/-. The period for executing the

sale deed was within four years. It was also agreed that the purchaser i.e. complainant would be at liberty to pay such amount in installments of Rs.56,250/- payable during these four years.

The complainant paid Rs.56,250/- as earnest money to accused No.1. It has been specifically mentioned that both the original agreements to sell were received back by the Company from the complainant on 23.07.2013. The complainant sent a letter to Mr. Neeraj Arora, CMD of the company wherein he wrote:

“I am not in a position to repay the further installment of above mentioned property due to my acute financial position these days. I am in great need of money to repay the expenses of medical bills of the doctor to treat myself and operation of my wife. I have to pay back Rs.2,00,000/- to the doctor who treated us. Kindly repay my money invested in the property about a year ago”.

But the company did not accede on his request.

As per the complaint accused No.2- Harpreet Kaur was an agent of the company and had signed on every agreement to sell as marginal witness. Accused No. 4- Sanjay Kumar was the Stamp Vendor. Accused No.5- Sheetu (petitioner) was the Computer Operator of the company and received money from the complainant on behalf of the company and issued receipt. It was alleged that later the complainant came to know that the Company had no right to sell the above mentioned plots to the complainant as it was not the owner of the said plots at the time of execution of the agreement to sell with him.

Mr. Kanwaljit Singh, Senior Advocate has contended that the complaint is false and vexatious. The true facts are that respondent

No.2/complainant himself was working as Relationship Manager on 15.11.2012 in same Company. M/s Nature Heights Company executed two agreements to sell with respondent No.2/complainant on 18.12.2012 and 09.12.2012 respectively regarding the land situated at Guruharsahai Road, Muktsar-III and village Bringali Tehsil Mukerian, District Hoshiarpur. This transaction was solely between the Company and purchaser of the land- the complainant who himself was an employee in same company.

The petitioner was also an employee of the aforesaid Company. On 18.10.2012 she was working as Operation Executive for Muktsar. She had received the amount on behalf of the Company in her capacity as an employee. She had given the receipt regarding it in her handwriting. She thereafter deposited the amount with the company. She had no other involvement in the affairs of the Company. She was merely discharging her duties as an employee to receive the money under receipt. On the sole basis of receiving money on behalf of Company, she has been wrongly involved in the present FIR. He argued that as stated in para No.8 of the complaint the petitioner was the Computer Operator of the Company and had received the money from respondent No.2/complainant on behalf of the Company. The cheque and draft was in favour of Nature Heights Infra Ltd. which were deposited in the account of the company. There is no allegation that the petitioner had not deposited the cheque and draft in the account of the Company. Therefore, no offence or wrong doing can be imputed to her. There is no material in the complaint or charge-sheet submitted before the learned Ilqa Magistrate for indicting the petitioner for any offence.

Ld. Senior Counsel submitted that filing of complaint and then registration of FIR against the petitioner has affected her personal and

professional life. Due to false allegations against her she has to face a decree of divorce from her husband on 03.03.2016. The petitioner has since been appointed as a Clerk in District Courts at Faridkot.

Reply has been filed by way of affidavit of Harvinder Singh Cheema, PPS, Deputy Superintendent of Police on behalf of the respondent – State of Punjab. The allegations of the complainant regarding the role of the petitioner have been reiterated by stating that she was the Computer Operator of the Company and she received the amount from the complainant on behalf of the Company and also issued receipt under her handwriting and signature. The Company did not return the amount invested by the complainant in the Company. The Company was not the owner of the plots which were agreed to be sold to the complainant and for which the accused also received part consideration amount from him.

Separate reply has been filed by the complainant – respondent No.2 stating that the petitioner was active in the day-to-day business of the Company and she received the money from the complainant and gave receipts in her own handwriting.

Thus, it is clear that the only allegation against the petitioner is that she had received the amount from the complainant under proper receipt in her handwriting. Neither the respondent- State nor the Complainant has adduced anything further against the petitioner. There is no allegation that the petitioner ever misused the cheque or the draft handed over to her by the complainant for her personal purposes or that she did not further hand over the same to the Company. On the aforesaid allegations no offence against the petitioner is made out.

The petitioner has since left the Company and has now joined

as Clerk in the District Courts at Faridkot after her selection as such vide appointment letter dated 31.05.2017 (P-7).

In the circumstances, the continuation of the criminal proceeding against her would be an abuse of the process of the Court and will not be in the interest of justice.

Thus the petition is allowed. The FIR No.150 dated 29.08.2016 under Sections 420, 467, 468, 471, 120-B, 109 and 506 IPC, Police Station City, Sri Muktsar Sahib and all other further proceedings arising therefrom qua the petitioner only are quashed.

September 09, 2021

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(HARINDER SINGH SIDHU)
JUDGE

Whether Speaking / Reasoned	Yes
Whether Reportable	Yes / No