IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CRM-M-2696-2022 (O&M)

Date of Decision: 03.02.2022

Bhupinder Singh ...Petitioner

Versus

State of Punjab & another ...Respondents

CORAM: HON'BLE MR. JUSTICE GURVINDER SINGH GILL

Present: Mr. Rajeev Anand, Advocate,
for the petitioner.

(proceedings conducted through video conferencing)

<u>GURVINDER SINGH GILL, J.</u> (Oral)

1. The petitioner has approached this Court seeking quashing of FIR No.0300 dated 01.09.2017 registered at Police Station Zirakpur, District SAS Nagar, under Sections 406/420 IPC (Annexure P-1) and also order dated 11.12.2021 (Annexure P-3) passed by the National Lok Adalat, Dera Bassi, vide which it has not accepted the cancellation report and has ordered for further investigation in the matter.
2. Notice of motion.
3. On the asking of the Court, Mr. Harbir Sandhu, AAG, Punjab, accepts notice on behalf of respondent No.1/State.
4. A few facts necessary to notice for disposal of the instant petition are that respondent No.2 - Rajdeep Singh Randhawa lodged FIR No.0300 dated 01.09.2017 (Annexure P-1) against petitioner - Bhupinder Singh, wherein it is alleged that he alongwith Pawandeep Singh, Bhupinder Singh and Tejinder Singh constituted a partnership for the purpose of liquor/wine

business under the name & style of 'M/s Inder Enterprises' for the excise year 2012-2013. A formal partnership deed dated 01.04.2012 was executed between the parties. The said partnership firm was allotted two L-2 licenses to run liquor shops in the area of Daria. A bank account was also opened in the name of the partnership firm and wherein directions for operation of the bank account were to the effect that the complainant i.e. Rajdeep Singh Randhawa, Pawandeep Singh and Bhupinder Singh would be the authorized signatories and that the cheques were required to be signed by all the three partners together. It is alleged that in the month of June/August, 2012, Bhupinder Singh requested his remaining partners for financial assistance on account of his daughter's marriage and accordingly, an amount of Rs.20 lakh was paid from the funds of the partnership to Bhupinder Singh. It is alleged that the complainant as well as Pawandeep Singh used to keep blank signed cheques in the office of M/s Inder Enterprises for meeting some urgent financial exigencies. It is alleged that the petitioner – Bhupinder Singh stole one cheque belonging to the complainant – Rajdeep Singh Randhawa and another cheque of Pawandeep Singh and after misusing the same got false complaints under Section 138 of the Negotiable Instruments Act instituted against the complainant as well as Pawandeep Singh. While Pawandeep Singh compromised the matter, the complainant contested the same and was ultimately acquitted on 07.11.2016 by the learned JMIC, Chandigarh.

5. Later, the complainant came to know that an Income Tax Refund Voucher bearing No.471505 dated 22.08.2014 for an amount of Rs.1,19,640/- favouring M/s Inder Enterprises has been received at the address of the firm and that Bhupinder Singh laid his hands on the said

Income Tax Refund Voucher and signed on its back and deposited the same in the bank and later withdrew an amount of Rs.95,690.94 from the bank account of the firm M/s Inder Enterprises by forging the signatures of the complainant. The complainant in his complaint has assigned the following two reasons for improbability of the affixation of signatures by the complainant:

(i) that the complainant would not possibly have signed the cheque in question during the period when he was already litigating with him; &

(ii) that while on one hand Bhupinder Singh had been claiming that he had resigned from partnership, but on the other hand, he had himself deposited the Income Tax Refund Voucher in the bank account of the firm i.e. M/s Inder Enterprises.

6. The matter was investigated by the police during the course of which the disputed signatures were got examined from Forensic Science Laboratory and as per its report dated 18.02.2018 (Annexure P-7), the disputed signatures as well as the standard signatures bore similarities. Pursuant to conclusion of investigation, a cancellation report was filed by the police before the Area Magistrate. However, the matter was put up before the National Lok Adalat on 11.12.2021, which passed the following impugned order:

> "File taken up today before the National Lok Adalat. Statement of complainant has already been recorded on dated 06.10.2021, wherein he made statement that he is not satisfied with the investigation done by the police.
>
> In view of the statement suffered by complainant, this Court is of considered opinion that further investigation is necessary in the present case. Judicial papers be separated from the police record and after separating the same from the police papers are directed to sent back for

reinvestigation of the present case. Ahlmad is directed to comply the directions accordingly.

Announced in open Court.

11.12.2021

Sd/-
(Ramesh Kumar)
Presiding Officer, National Lok Adalat,
Dera Bassi

Sd/-
(Member)

Sd/-
(Member)"

7. Learned counsel for the petitioner has submitted that the FIR as well as the impugned order cannot sustain particularly in view of the report of the FSL as per which the signatures of the complainant on the cheque in question bore similarities with the specimen signatures of the complainant.

8. I have considered the aforesaid submissions raised on behalf of the petitioner.

9. While this Court would not like to express anything as regards the veracity of allegations since the investigation has already concluded. However, this Court does find that impugned order dated 11.12.2021 (Annexure P-3) cannot sustain as the same is absolutely 'non speaking' and in fact has been passed in National Lok Adalat, which would not have any jurisdiction to pass a judicial order of this nature. The Lok Adalat would be competent to pass only an order based on a compromise amongst the parties.

10. The order in question has been signed by the Presiding Officer of National Lok Adalat, Dera Bassi and also by its two Members. The Lok Adalat could have jurisdiction in case any order was to be passed on the basis of a compromise, but once the complainant had expressed his reservations and had specifically recorded that he is not satisfied with the

investigation, the proper course for the Lok Adalat would have been to send the matter back to the Court concerned i.e. the Illaqa Magistrate for passing appropriate orders instead of passing an order itself for further investigation.

11. Hon'ble Supreme Court in State through CBI Vs. Raj Kumar Jain, AIR 1998 SC 2985, held as follows:

> "6. As regards the direction for further investigation, it is, of course, true that the Special Judge has power to so direct if he finds, on consideration of the police report, that the opinion formed by the Investigating Officer seeking discharge of the respondent is not based on full and complete investigation, as observed by this Court in *Abhinandan Jha vs. Dinesh Mishra, AIR 1968 SC 117*. Unfortunately, however, in issuing the above direction the Special Judge has not given any reason whatsoever which prompted him to direct further investigation nor does it appear that he has gone through the police report and its accompaniments."

12. The impugned order apart from being a 'non speaking' order is an order passed by Lok Adalat without any jurisdiction. The impugned order dated 11.12.2021 (Annexure P-3), as such, is set aside. The matter is remanded back to the Area Magistrate with a direction to consider the cancellation report afresh and to pass an appropriate order as deemed fit in the facts and circumstances of the case.

13. Petition stands disposed of accordingly.

03.02.2022 **(GURVINDER SINGH GILL)**
Vimal **JUDGE**

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