

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

**CRM-M-21411-2017 (O&M)
Date of decision : 07.09.2022**

Ranjeet Singh

..... Petitioner

versus

Yoginder Pal Sharma

..... Respondent

CORAM : HON'BLE MR. JUSTICE PANKAJ JAIN

Present: Ms. Usha Rani, Advocate for
Mr. Rakesh Kumar Sharma, Advocate
for the petitioner.

Mr. Rohit Kaushik, Advocate
for the respondent.

PANKAJ JAIN, J. (ORAL)

This is a petition preferred at the behest of the complainant against order dated 02.01.2014 passed by JMIC, Faridabad and order dated 01.03.2017 passed by Additional Sessions Judge (UID HR-0059), Faridabad.

2. Present complaint was filed alleging that the respondent got an agreement to sell executed from the complainant on the pretext of extending loan of Rs.1 lac and thereafter used the same to file suit for specific performance. Trial Court at the stage of summoning the accused held that:-

“XX XX XX

3. In the present case no grounds at all have been made to summons the accused under Section 406, 506 & 511 IPC. No specific allegations have been made in this regard nor the testimony of both the witnesses revealed anything so as to justify summoning in these sections. As far as section 420 is concerned it must be born in mind that it is not a case

of complainant that his signature were obtained on a blank paper. His case is that this signature were procured without letting him read the document by keeping in dark to the contents of documents. This alleged sale-deed and receipt contents of 1,2,3&4 pages. And all the four pages have been signed by the complainant. This sale-deed is in Hindi which is a language well understood by the complainant. Moreover, this sale-deed specially contains in numerics as well as alphabetic amounts Rs. 3,00,000/- and Rs. 2,72,000/-.

4. In my opinion it is simply not possible for the complainant to sign on all the four pages of the document which contains specific mention as to the money involved without reading it. Apparently the dispute appears to be a civil case which is being given a criminal shape for some unknown reasons. Complaint is accordingly dismissed. File be signed to record room after due compliance.”

3. The revision preferred by the petitioner against the said order has been dismissed.

4. I have heard counsel for the parties and have gone through the records of the case.

5. As per the allegations levelled in the complaint, the matter relates to an agreement to sell which was executed by the complainant in favour of the respondent. It is not disputed by the counsel for the petitioner that the suit filed by the respondent seeking decree of specific performance of the agreement in dispute already stands decreed by the Civil Court. Moreover, the Courts below after appreciating the facts of the complaint found that no offence constituted under Section 406 IPC was made out and thus the complaint was dismissed.

6. Principles with respect to excise of jurisdiction under Section 482 Cr.P.C. are well settled. Trite it is that the inherent power under Section 482 Cr.P.C. can be exercised:-

- (i) to give effect to an order under the Code;
- (ii) to prevent abuse of the process of court, and
- (iii) to otherwise secure the ends of justice.

7. Counsel for the petitioner is not in a position to point out any evidence which has not been considered by the Court or that the orders impugned have lead to the miscarriage of justice to warrant interference under Section 482 Cr.P.C.

8. Consequently, the present petition stands dismissed.

9. Since the main case has been decided, the pending criminal miscellaneous application, if any, also stands disposed off.

(PANKAJ JAIN)
JUDGE

07.09.2022
Dinesh

Whether speaking/reasoned Yes

Whether Reportable : No