

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

CRM-M-40252-2014
Date of Decision:- 7.9.2022

Amarjit Singh and another

... Petitioners

Versus

State of Punjab and Others

... Respondents

CORAM: HON'BLE MR. JUSTICE KARAMJIT SINGH

Argued by :-

Mr. B.S. Sudan, Advocate
for the petitioners.

Mr. Chaman Lal Pawar, Addl. A.G. Punjab.

KARAMJIT SINGH, J.

The present petition has been filed by the petitioners-Amarjit Singh & Manjit Singh praying for quashing of FIR No.100 dated 20.12.2010 (Annexure P-1) registered against them under Sections 420, 120-B IPC at Police Station Meharban District Ludhiana and all the consequential proceedings arising therefrom.

Notice of motion was issued to the respondents including the complainants and thereafter the State as well as the complainants put in their appearance.

The State filed reply by way of affidavit of Lakhvir Singh Assistant Commissioner of Police, Sahnewal, District Ludhiana, however no reply was filed on behalf of the complainants.

On 7.3.2018 the counsel appearing on behalf of the complainants pleaded no instructions. Thereafter, fresh notice was issued to the complainants, on which Ms. Akshit Aggarwal, Advocate put in appearance on their behalf. However on the date fixed for arguments no one appeared on behalf of the complainants.

I have heard the counsel for the petitioners and the State counsel.

The counsel for the petitioners has submitted that the impugned FIR (Annexure P-1) has been filed on the basis of one agreement to sell dated 10.03.2005 (Annexure P-2) which was executed by both the petitioners to sell their land measuring 79 Kanals 18 Marlas comprised in Khasra Nos.2/11, 20, 21, 22, 3//5, 16, 25, 9//5, 6/1, 10//1, 2, 3, 8/1, 9/2, 10/1, 10//11/1, khata No.207/213, 239/245 as per jamabandi for the year 1999-2000 situated in village Meharban, Tehsil and District Ludhiana at the rate of ₹43,25,000/- per acre in favour of respondent No.2 Sukhjinder Singh, respondent No.3 Ashish Sood, respondent No.4 Gulshan Kumar and the petitioners received ₹50 lacs as an earnest money from the proposed vendees. That Daljit Singh brother of the petitioners sold land measuring 21 Kanals 12.5 Marlas out of the total land to the vendees and received the entire sale consideration to the extent of said share. That petitioners also received in total ₹1,54,75,000/- from the proposed vendees with regard to sale of remaining 58 Kanals 5.5 marlas of land out of total land measuring

79 kanals 18 marlas as has been described above and accordingly fresh agreement to sell dated 12.03.2007 (Annexure P-17) was executed between the parties. The counsel for the petitioners further submitted that the possession of aforesaid land measuring 58 kanals 5.5 marlas was delivered to the proposed vendees. The counsel for the petitioners further contended that petitioners were always ready and willing to execute the sale deed in favour of the proposed vendees on the basis of aforesaid agreement to sell. The counsel for the petitioners further contended that in order to perform their part of the agreement, the petitioners further entered into settlement with the proposed vendees on 24.02.2011 vide compromise deed (Annexure P-4). The counsel for the petitioners further contended that as there was no mala fide intention in the minds of petitioners, the petitioners executed two registered sale deeds relating to land measuring 14 Kanals 11.375 marlas each in favour of respondent No.4 on 01.03.2011 (Annexure P-8 and P-9) and one sale deed of land measuring 14 Kanal 11.375 marlas in favour of respondent No.2 on 04.04.2011 (Annexure P-10) and one another sale deed of land measuring 14 kanals 11.375 marlas in favour of respondent No.3 on 25.04.2011 (Annexure P-11). The counsel for the petitioners has further contended that the aforesaid respondents never filed any suit for specific performance of the contract and rather lodged impugned FIR with regard to civil dispute. The counsel for the petitioners further submitted that in the present case dispute which is of purely civil nature has been given color of criminal dispute. The counsel for the petitioners further contended that there is a fine difference between breach of contract and cheating. The counsel for the petitioner further contended that in present case at the most it can be said

that there was a breach of contract. The counsel for the petitioners further submitted that in the present case there is nothing on record to show that from the very beginning the petitioners were having *mala fide* intention to deceive the complainants.

The present petition has been resisted by the State counsel. At the outset the State counsel has submitted that in the present case after completion of investigation, the police has submitted challan against the petitioner under Section 173 Cr.P.C. and now the case is fixed for prosecution evidence, after the framing of charges. The State counsel has further submitted that at this belated stage the interference of this Court under Section 482 Cr.P.C. is not called for. The State counsel has further contended that the petitioners hatched conspiracy and with dishonest intention received huge amount from the complainants, while entering into an agreement to sell their land to them and thereafter the petitioners backtracked from their promise and in this manner the petitioners cheated the complainants and accordingly *prima facie* case under Sections 420 IPC and 120-B IPC was made out against the petitioners. The State counsel further contended that resultantly FIR in question was registered against the petitioners. The State counsel has further submitted that in the given circumstances the present petition being devoid of merits, deserves to be dismissed.

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

As per the State counsel, since trial has proceeded, the FIR in question cannot be quashed. However, the Hon'ble Supreme Court of India

in **Anand Mahatta vs. State (NCT of Delhi) (2019)11 SCC 706**, has held that inherent power of the High Court to quash the proceedings can be exercised even after the charge-sheet is filed. So now it is well-settled that FIR can be quashed at any stage of the proceedings, by the High Court while exercising jurisdiction under Section 482 Cr.P.C. to prevent the abuse of process of law.

In the instant case, the FIR (Annexure P-1) was registered on the basis of the aforestated agreement, which was executed by the petitioners in favour of the complainant with regard to the sale of their land for valuable consideration.

Nowadays there is a growing tendency to convert purely civil disputes into criminal cases obviously due to reason of a prevalent impression that it takes considerable time to get relief under civil law as the civil proceedings are time consuming. There is also an impression that if a person could be entangled in a criminal case, there is possibility of early settlement of the dispute. The Hon'ble Apex Court in **G Sagar Suri Vs. State of UP 2000 (2) SCC 636** has clearly deprecated and discouraged such type of criminal litigation. Recently also the Hon'ble Apex Court in its decision dated 26.10.2021 in **Criminal Appeal No.1285 of 2021 Mitesh Kumar J. Sha Vs. State of Karnataka and others** has observed as follows:-

“Moreover this Court has at innumerable instances expressed its disapproval for imparting criminal color to civil dispute, made merely to take advantage of a relatively quick relief granted in a criminal case in contrast to a civil dispute. Such an exercise is

nothing but an abuse of process of law which must be discouraged in its entirety.”

It is well settled that FIR can be quashed where the allegations made in the FIR, even if they are taken at their face value and accepted in their entirety do not *prima facie* constitute any offence or make out the case alleged against the accused. The FIR may also be quashed where it a clear abuse of the process of Court as has been held by the Hon’ble Supreme Court in **State of Haryana Vs. Bhajan Lal 1992 Supp(1) SCC 335**.

Now adverting to the facts of the instant case, the FIR (Annexure P-1) was registered on the ground that there was breach of contract on the part of the petitioners. Thus making it clear that the impugned FIR is relating to purely contractual dispute of a civil nature in respect of agreement to sell executed by the petitioners in favour of the complainants and it has also come on record that after the registration of the impugned FIR, the petitioners have performed their part of the contract by executing sale deeds Annexures P-8, P-9, P-10 and P-11.

Furthermore, in the present case there is nothing on the record to *prima facie* establish that the petitioners entered into an agreement to sell their land with the complainants with fraudulent and dishonest intention, from the very beginning. Rather the petitioners handed over the possession of the land in question to the complainants even before the registration of the impugned FIR and this fact is sufficient to show their *bona fide*.

The Hon’ble Supreme Court of India in a number of cases has laid down the scope and ambit of Courts power under Section 482 Cr.P.C. as per which the High Court has inherent power to do real and substantial

justice or to prevent abuse of process of the Court or otherwise to secure the ends of justice. Inherent powers under Section 482 Cr.P.C. though wide have to be exercised sparingly, carefully and with great caution and only when such exercise is justified by the tests specifically as laid down in this Section itself. If any abuse of the process leading to injustice is brought to the notice of this Court, then the Court would be justified in preventing injustice by invoking inherent powers in absence of specific provisions in the Statute, as has been held by the Hon'ble Apex Court in **Inder Mohan Goswami Vs. State of Uttaranchal and others 2007 (12) SCC1.**

As a sequel to above discussion, this Court feels that in the instant case the dispute in question was of civil nature for which the civil remedy was available in law, however, the same was not availed by the complainant. So in the light of the judicial pronouncements of the Hon'ble Apex Court as has been discussed above, the continuance of a criminal proceedings against the petitioners would be nothing but an abuse of process of Court.

For the foregoing reasons, the petition is allowed and FIR No.100 dated 20.12.2010 (Annexure P-1) registered against them under Sections 420, 120-B IPC at Police Station Meharban District Ludhiana and all the subsequent proceedings arising therefrom are hereby quashed qua the petitioners.

(KARAMJIT SINGH)
JUDGE

7.9.2022

Gaurav Sorot/P.Chawla

Whether reasoned / speaking?

Yes / No

Whether reportable?

Yes / No