

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

**CRR No.1251 of 2021
Date of Decision : 17.08.2023**

Ajaib Singh

.....Petitioner

Versus

Kewaljit Singh and others

.....Respondents

CORAM : HON'BLE MR. JUSTICE PANKAJ JAIN

Present : Mr. Arvind Kashyap, Advocate
for the petitioner.

PANKAJ JAIN, J.

Complainant is in revision against the judgment dated 6th of January, 2020 passed by Ld. Sessions Judge, Fatehgarh Sahib whereby the the judgment and order of sentence dated 9th of March, 2016 passed by JMIC, Khamanon, District Fatehgarh Sahib stand upheld.

2. A complaint was preferred by the petitioner accusing the respondents of having forged 'J' Forms *qua* the agriculture produce sold by the petitioner to the firm of the accused. After recording of preliminary evidence accused/respondents were summoned to face trial *qua* offences punishable under Sections 420, 468 and 471 IPC. On the basis of pre-charge evidence led by the complainant, charge under Section 468, 471 r/w 120-B IPC was framed against accused No.1 and 2. After analyzing the evidence Trial Court found that it has

come on record that the complainant filed Civil Suit titled as 'Ajaib Singh vs. M/s Bhullar & Brothers' for recovery of Rs.1,56,250/- claiming that he sold paddy to defendant on 15th October, 2002, 22nd of October, 2002 and 26th of October, 2002. 'J' Form was issued to him but no amount was paid to him and it was claimed that on 'J' Form dated 26th of October, 2002 his signatures have been forged. The matter travelled up to this Court in RSA. In the said suit the petitioner is stated to have suffered a statement that he never visited the shop of the defendant after 26th of October, 2002. Not only that the said fact was also plead by the complainant in his plaint and the Trial Court dismissed the complaint acquitting the petitioners holding as under :

“15. The case of the complainant is that the accused signed the J Form Ex. C2 themselves by putting his (complainant's) signatures over the same. His case is that in fact he never signed the said J form and the signatures have been forged by the accused. On other hand, the case of the accused is that the present complaint is the outcome of the civil litigation which was pending between the complainant and accused no. 1. In this context accused have relied upon the judgments Ex. D1 to Ex. D3. Perusal of Ex. D1 i.e. judgment dated 12.02.07 passed by the court of Sh. D.S. Johal, ACJ (SD), Fatehgarh Sahib reveals that civil suit titled as Ajaib Singh Vs. M/s Bhullar & Brothers was filed by the present complainant Ajaib Singh against the defendant i.e. M/s Bhullar & Brothers for recovery of Rs. 1,56,250/- i.e. Rs. 1,23,032/- as principal amount and Rs. 33,218/- as interest. He had claimed the said principal amount on the basis of the fact that he had sold the paddy to defendant on 15.10.02, 22.10.02 and 26.10.02. He had pleaded that the

defendant had issued 'J' form to him but no amount was paid to him. He had alleged that the on the said 'J' form dated 26.10.02, his signatures were forged. In the written statement filed by the defendant, the defendant had pleaded that the paddy was sold by the plaintiff to the defendant. It was pleaded that the amount for the said paddy sold by the complainant Ajaib Singh was credited in the account books. The defendant denied having committed any forgery on J Form. The fact that the plaintiff never visited the shop of complainant after 26.10.02 was also denied. Perusal of the judgment reveals that the fact that the plaintiff never visited the shop of defendant after 26.10.02 was pleaded by the plaintiff in his plaint. The defendant had submitted that the plaintiff had been visiting his shop after 26.10.02 and he took an amount of Rs. 10,000/- on 02.11.02, Rs. 1,00,000/- on 13.11.02, Rs. 20,000/- on 14.11.02, Rs. 2,000/- on 05.12.02 and Rs. 8,965.98/- on 07.12.02. It was submitted that in this way the plaintiff obtained 1,40,965.98 from the defendant up to 07.12.02 and after deducting Rs. 1,23,034.02/- being the price of paddy, there remained sum of Rs. 17,931.96/- due towards the plaintiff. The other transaction regarding the plaintiff having received Rs. 16,000/- on 16.04.03, Rs. 1,15,000/- on 19.04.03 were also pleaded by the defendant. The trial court after having considered the evidence on record reached at a conclusion that the present complainant sold the paddy worth Rs. 1,23,034.02/- through the commission agency of defendant. The entries pertaining to dated 02.11.02, 13.11.02, 14.11.02 & 05.12.02 relied upon by the defendant were held to have been duly proved on record by the defendant. It was also observed by the trial court that Rokar Bahi entries pertaining to entries dated 02.11.02, 13.11.02, 14.11.02 & 05.12.02 have also not been disputed by the plaintiff i.e. present complainant in that case. The said suit filed by the plaintiff was dismissed against the judgment Ex. D1 dated 12.02.07 passed by the Court of Sh. D.S. Johal, the then ACJ (SD), Fatehgarh Sahib. The appeal against the said judgment filed by the plaintiff i.e. present complainant was also dismissed vide judgment Ex.D2 dated 07.09.07 by the Court of Sh. Jora Singh, the then District

Judge, Fatehgarh Sahib. Thereafter, the present complainant preferred RSA before the Hon'ble High Court which also stood dismissed vide judgment Ex D3 on 28.08.09. Perusal of the cross examination of CW3 i.e. complainant Ajaib Singh in the present case reveals that he has admitted the fact that the suit and appeals filed by him were dismissed. In his cross examination dated 20.03.14, he denied that he had got mentioned in his suit the fact that he had never visited the shop of defendant after 26.10.02. On the other hand, the said fact stood falsified from the fact emerging in the judgment Ex.D1. He also denied having received Rs. 10,000/- on 02.11.02. He admitted having having received Rs. 1 lakh on 13.11.02 and even put his signatures on Rokar Bahi. He also admitted having received Rs. 20,000/- on 14.11.02 and having put his signatures thereafter on the Rokar Bahi. He feigned ignorance about the fact as to whether he had put his signatures on the Rokar Bahi on 05.12.02 after having received Rs. 2,000/-. On the other hand from the judgment Ex. D1 relied upon by the accused, it is evident that the present complainant had not disputed the entry of Rs. 10,000/- dated 02.11.02, entry of Rs. 2,000/- dated 05.12.02. His further cross examination dated 20.03.14 is self contradictory as despite having admitted that he had put his signatures on entry dated 13.11.02 and 14.11.02, he denied his signatures on entries dated 13.11.02 and 14.11.02. This shows that the complainant had been self contradictory in his own version in the zeal of denying the signatures in order to bring home the guilt of accused. The accused have been successful in impeaching his credit by showing that the complainant himself has been inconsistent with his own earlier version.”

3. The aforesaid finding has been affirmed by the Appellate Court after reappreciating the entire evidence observing as under :

“6. I have heard the learned counsel for the appellant as well as learned counsel for the respondents and have gone through the

record of the case. Perusal of the complaint filed by the complainant shows that the complaint was filed by him with regard to the forgery of his signatures on J-Form Ex.C-2, which was with regard to sale of 50 Quintals and 22 Kgs of paddy for a sum of Rs.27,885.82P. The respondents have placed on record the judgment passed by various courts as Ex.D-1 to Ex.D-3. The judgment Ex.D-1 dated 12.2.2007 is with regard to the suit for recovery of Rs.1,56,250/- (Rs.1,23,032/- as principal amount and Rs.33,218/- as interest amount), filed by present appellant Ajaib Singh against respondents and perusal of the same shows that in the said plaint, the appellant had also stated that on 26.10.2002 he had sold paddy, but the amount of the same was never paid to him. However, the said suit was dismissed by the learned Additional Civil Judge, Senior Division, Fatehgarh Sahib on 12.2.2007 and similarly, the appeal was also dismissed and the said judgment has been duly proved on record. The Regular Civil Appeal filed by the appellant was dismissed vide judgment Ex.D-3 and the Honble High Court observed that that the appellant failed to prove on record that any J form was forged by the respondents.

The perusal of testimony of the complainant before the trial court does not inspire any confidence as during the cross examination he stated that entry with regard to the payment of Rs.10,000/- (Mark D-1) in Roker Book of M/s Bhullar Brothers dated 2.11.2006 does not bear his signatures and similarly stated that the signatures dated 13.11.2002 on the Roker Book against entry of Rs.1,00,000/- were not his signatures and similarly the entry in the Roker Book dated 14.11.2002 with regard to payment of Rs.20,000/- does not bear his signatures. However, contrary to that the present appellant had admitted the signatures dated 13.11.2002 and 14.11.2002 in his suit, which was filed for the recovery of sum of Rs.1,56,250/-. In the said case appellant had got his disputed signatures compared with his admitted signatures on the Roker Book dated 13.11.2002 and 14.11.2002. Similarly, his testimony to the effect that he had never went to the shop of the respondents after 26.11.2002, also is belied as his

signatures appears in the Roker Book of M/s Bhullar Brothers, even after the said date. From the above, it is clear that appellant has been changing his stand as per his convenience and has even been disputing his signatures which he was admitting at previous point of time. Therefore, the learned trial court rightly did not rely upon the testimony of the complaint and rightly acquitted the respondents.

Besides this the perusal of J-Form Ex.C-2 on which the signature of the appellant is alleged to have been forged shows that on the reverse side of the same, statement of account is mentioned and appellant admitted that when J-Form Ex.C-1 was handed over to him ,the detail of the amount of the back side was also scribed on the same. Thus, it is clear that there no occasion for the respondents to forge the signatures of the appellant. It seems that the present complaint was filed only as counter - blast to the suit filed by the respondents for recovery of Rs.1.83,898/- against the present appellant.”

4. Counsel for the petitioner has tried to persuade this Court to exercise revisional jurisdiction by submitting that the Appellate Court has misread the judgment passed by this Court in RSA. He submits that no finding was recorded by this Court in RSA that plaintiff failed to prove on record that any 'J' Form was forged by the respondents and thus, the said finding recorded by the Appellate Court is patently erroneous.

5. I have heard counsel for the petitioner and have carefully gone through the records of the case.

6. It has been recorded by the Courts below that the petitioner himself has been taking contradictory stands and his specific stand in

the Civil *lis* was that he never visited the shop of the defendant after 26th of October, 2002 whereas in the present case he was accusing them of having forged 'J' Form dated 26th of December, 2002 and not paying him despite he having sold his paddy on 26th of December, 2002.

7. Counsel for the petitioner is not in position to dispute the aforesaid contradictions that have crept in the case projected by the petitioner.

8. In view of above, this Court does not find it to be a fit case to exercise revisional jurisdiction under Section 401 Cr.P.C. to upset the findings recorded by the Courts below. Resultantly, the present revision petition is dismissed.

August 17, 2023
Dpr

(PANKAJ JAIN)
JUDGE

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No