IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH
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CRM-M-33357-2013 (O&M)
Date of Decision: 10.02.2023

Abdul Khan .....**Petitioner**

Vs.

State of Punjab and another .....**Respondents**

CORAM:- HON'BLE MR. JUSTICE DEEPAK GUPTA

Present:- Mr. Anil Chawla, Advocate for the petitioner.

Mr. Parneet Singh Pandher, AAG, Punjab.

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DEEPAK GUPTA, J.

Prayer in this petition filed under Section 482 Cr.P.C. is to quash FIR No.44 dated 27.01.2010 registered at Police Station Civil Lines, Amritsar under Sections 420, 465, 466, 467, 468, 471, 120-B of the Indian Penal Code, 1860 and all the consequential proceedings arising out of the said FIR, qua the petitioner.

2. As emerges on the perusal of the paper-book, a firm by the name of M/s Manjit Machinery Works comprising its partners Manjit Singh, Satwant Singh and Parmjit Kaur had taken a loan of ₹4,00,000/- from Punjab National Bank in the name of the said firm. Smt. Sukhjit Kaur stood as guarantor vide an agreement dated 07.01.1993 and mortgaged her land measuring 4 kanal 1 marla in favour of the bank. An entry in the revenue record regarding the said mortgage was also made. However, Smt. Sukhjit Kaur sold half share of the mortgaged property in the name of her husband Harjit Singh vide sale deed dated 27.12.2000, without returning the amount due to the bank. Harjit Singh executed General Power of Attorney dated

01.10.2001 in favour of Dilbagh Rai and on that basis, Dilbagh Rai further sold the property to Pardeep Mohan Sood and Kanwalpreet Singh vide sale deed dated 15.01.2001. From the said vendees, present petitioner Abdul Khan purchased the property.

3. In the meantime, the bank filed a civil suit for recovery for an amount of ₹8,50,760/-. Bank also took physical possession of the mortgaged property on 20.06.2008 by invoking the provisions of SARFAESI Act, 2002. Bank through its Chief Manager BK Chopra also made a complaint to the police, on which basis present FIR No.44 dated 27.01.2010 was registered at Police Station Civil Lines, Amritsar against petitioner and others.

4. It is contended by the petitioner that he is a bonafide purchaser of the property in dispute, which has been later on repurchased by him from the bank vide registered sale deed dated 23.05.2011 by paying the consideration of ₹14,00,000/-

5. It is further contended that as per the investigation, it is the guarantor Sukhjit Kaur along with her husband Harjit Singh, who had forged a letter on the letter pad of the bank by affixing the stamp of the bank regarding the repayment of the loan in December, 2000 and both husband & wife gave clearance to the area Patwari who redeemed the land.

6. It is also contended that petitioner has nothing to do in the entire transaction and he has been double penalised, inasmuch as he initially purchased the property as a bonafide purchaser from Pardeep Mohan Sood and Kanwalpreet Singh by making payment to them and then had to repurchase the property from the bank by paying hefty amount of

₹14,00,000/-.

7. As per the reply filed by the respondent-State, it was found during investigating that it is Sukhjit Kaur and Harjit Singh, who had prepared fictitious clearance on the letter pad of the Bank of Punjab and duly affixed the seal of the bank. It was further found that out of the hypothecated land, Sukhjit Kaur had sold half share in the name of her husband namely Harjit Singh, who appointed Dilbagh Rai as attorney and obtained loan of ₹7,50,000/- from Bank of Patiala. The land was further sold by Dilbagh Rai to Pardeep Mohan Sood and Kawalpreet Singh along with the affidavit of non-encumbrance and who then sold the land with full consideration amount to the petitioner. It was further found that loan amount of the Bank has since been liquidated. Remaining half share of the property, the possession of which was taken by Punjab National Bank has also been later on purchased by the petitioner from Punjab National Bank for an amount of ₹14,00,000/- and thus, entire loan amount of the complainant stands liquidated. In the reply of the respondent, it is clearly stated that no criminal liability qua the petitioner came to light during the investigation.

8. In reply filed by respondent No.2 – Punjab National Bank, it is not disputed that loan amount has since been liquidated.

9. The facts mentioned above would clearly reveal that it is Sukhjit Kaur and Harjit Singh, who had forged the fictitious clearance letter on the letter pad of the bank. Petitioner or his vendors had nothing to do either with the loan initially taken by M/s Manjit Machinery Works or the guarantor or with the documents produced by them or with the fictitious clearance letter. As per the own reply of the respondent No.1 – State, no

criminal liability of the petitioner was found.

10. In the light of the above-said factual position, it will be a futile exercise to continue the proceedings of the FIR in question. As such, FIR in question and all the subsequent proceedings arising therefrom, qua the petitioner, are hereby directed to be quashed.

Disposed of accordingly.

February 10, 2023 **(DEEPAK GUPTA)**
Neetika Tuteja **JUDGE**

Whether Speaking/reasoned Yes/No
Whether Reportable Yes/No