

Devi SinghPetitioner

Devender Garg and othersRespondents

HARPREET SINGH BRAR, J.

FACTUAL BACKGROUND

NEHA
2023.06.03 12:58
I attest to the accuracy and
integrity of this order/judgment

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before the Court in Civil Suit No. RBT-01 of 2009. When the petitioner came to know about the said fraud, he made an inquiry on which it was revealed that one Mohammad Usman (referred as respondent No.3 herein) had executed agreement dated 15.09.2009 in favour of Suresh Kumar and Devender Garg (referred as respondents No. 1 and 7 herein). The said agreement was signed by Chhattar Singh, Lambardar and one Ramjan Khan as witnesses and thereafter on 09.06.2010, a sale deed was executed between the parties. The last date for execution of sale deed was fixed to be 15.11.2009. The rate of plot was fixed at Rs. 4500/- per square yard and an amount of Rs. 2,00,000/- was paid in advance. As per agreement dated 15.09.2009, the total amount of plot was fixed at Rs. 9,58,500/- from which the advance amount of Rs. 2,00,000/- stood deducted and it came to Rs. 7,58,500/- only, whereas an amount of Rs. 18,40,000/- was stated to have been paid as cost of the plot as per the sale deed dated 09.06.2010. Mohammad Usman put his signatures and also affixed his thumb impressions on all the three documents i.e. sale deed dated 24.02.1988, agreement dated 15.09.2009 and sale deed dated 09.06.2010. His signatures on sale deed dated 24.02.1988 have been shown in Urdu, on the agreement dated 15.09.2009 in Hindi and on sale deed dated 09.06.2010 in English.

3. The trial Court dismissed the complaint vide order dated 23.09.2019. Feeling aggrieved by the said order, petitioner filed a revision petition but the Revisional Court dismissed the same vide order dated 12.10.2022 as mentioned above.

4. After hearing the learned counsel for the petitioner and perusing the record with his able assistance, this Court finds no ground to interfere under

Section 482 Cr.P.C. and quash the orders dated 23.09.2019 and 12.10.2022

passed by the learned Judicial Magistrate 1st Class, Palwal and the learned Additional Sessions Judge, Palwal, respectively.

ANALYSIS & OBSERVATIONS

5. Undisputedly, the case of the petitioner is based upon the allegations that three documents i.e. agreement to sell dated 15.09.2009, sale deed dated 09.06.2010 and sale deed dated 24.02.1988 are forged documents, which have been produced in civil litigation between the parties in the civil suit titled as *Devi Singh Vs. Suresh & Others*. The civil litigation between the parties have been culminated in the favour of petitioner and the same is now pending before this Court in a case bearing RSA No.4187 of 2018.

6. The learned JMIC while dismissing the complaint vide order dated 23.09.2019 had observed that the petitioner has failed to demonstrate that during the pendency of the civil litigation, the concerned Court has returned any finding that the alleged forged documents were found to be false and the Court concerned has disbelieved the execution of these documents.

7. There is no conclusive finding with regard to the alleged forgery of these documents by any Court. The civil litigation is pending before this Court in RSA No.4187 of 2018. The learned JMIC has taken all the facts into consideration and came to the conclusion that the petitioner is trying to convert the civil dispute into criminal one, which amounts to the abuse of process of law. The learned Additional Sessions Judge while dismissing the revision filed by the petitioner has also passed a well reasoned order by dealing with the grounds of revision.

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CONCLUSION

8. In view of the above discussion, this Court finds no ground to interfere and quash the orders dated 12.10.2022 and 10.09.2018 passed by the learned Additional Sessions Judge, Palwal and the learned Judicial Magistrate 1st Class, Palwal, respectively, thus, the present petition stands dismissed.

(HARPREET SINGH BRAR)
JUDGE

22.05.2023
Neha

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