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

CRM-M-20154-2017

Date of Decision:- 02.12.2024

Surjit Kaur and Another

...Petitioners

Versus

State of Punjab and Another

...Respondents

CORAM:- HON'BLE MRS. JUSTICE AMARJOT BHATTI

Present:- Mr. K.S. Sidhu, Advocate
for the petitioners.

Mr. Gautam Thapar, AAG, Punjab.

Mrs. Anju Arora, Advocate
for legal heirs of respondent No. 2.

AMARJOT BHATTI, J.(Oral)

1. Petitioners Surjit Kaur and Ranjit Singh Chandan have filed petition under Section 482 of Cr.P.C. for quashing of impugned FIR No. 65 dated 12.03.2016 under Section 419, 420, 120-B of IPC, registered at Police Station Kotwali, Faridkot (Annexure P-1) and all subsequent proceedings arising therefrom, which tantamount to gross abuse of process of law, resulting in grave miscarriage of justice.

2. As per the facts of case, Swaran Kaur daughter of Chinta Singh and wife of Pritam Singh filed written complaint No. 617PC-7/15 dated 12.03.2015 against Ranjit Singh Chandan and his mother Surjit Kaur with the allegations that she was owner of plot measuring 262 square yards

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situated at Ferozepur Road, Faridkot vide sale deed No. 1745 dated 25.06.1993. She was looking after said property and in her absence, her brother Ranjit Singh Chandan used to look after the property. Said Ranjit Singh Chandan, in her absence by producing some other lady sold her plot vide sale deed No. 2789 dated 29.09.2008. She filed application against Ranjit Singh Chandan and said purchasers of plot. Ranjit Singh Chandan in presence of purchasers and respectables effected compromise and agreed to give his plot measuring 138 sq. yards situated at Habbowal Kalan, District Ludhiana and accordingly executed agreement dated 25.08.2014 in favour of her son Manga Singh. Date fixed for Registry was 24.01.2015. Later on, she came to know that plot which he had agreed to sell was already sold. Therefore, said Ranjit Singh Chandan again committed fraud with her. He again, in presence of respectables in lieu of that plot gave a cheque of ₹14 lakhs bearing No. 057484, drawn on ICICI Bank, Ludhiana, dated 15.09.2015. However, said cheque was dishonored due to insufficient funds in account. In this way, Ranjit Singh Chandan committed fraud and also started giving threats to her and her family. On the basis of these allegations, investigation was carried out and present FIR was registered against Surjit Kaur, who allegedly impersonated as Swaran Kaur and against Ranjit Singh Chandan.

3. Learned counsel for petitioners argued that petitioners are falsely implicated in aforesaid FIR. Matter is already compromised. Respondent No. 2 concealed factum of compromise dated 28.08.2014 (Annexure P-2).

Respondent No. 2 and her son received sum of ₹2 lakhs on 13.04.2015 and



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05.05.2015 and executed two different receipts (Annexures P-3 and P-4). In fact, Swaran Kaur, complainant, is the real daughter of petitioner No. 1 and sister of petitioner No. 2. Plot was purchased by petitioner No. 2 in the name of his sister. When petitioner No. 2 asked his sister to return money spent on said plot, she gave her consent to sell the same to Manoj Kumar and Kuldip Kumar vide registered sale deed dated 29.08.2008. As referred above, respondent No. 2 and her son had already received ₹2 lakhs from petitioners at his residence at Ludhiana. Agreement to sell regarding plot situated in Ludhiana is denied. In fact, signatures of petitioner No. 2 were obtained on some blank stamp papers and later on, forged and fabricated agreement to sell was prepared. Matter in controversy is civil in nature. No offence under Section 419, 420 and 120-B of IPC is made out. It is prayed that FIR No. 65 dated 12.03.2016 (supra) (Annexure P-1) and all subsequent proceedings arising therefrom may be quashed as continuation of same would tantamount to gross abuse of process of law, resulting in grave miscarriage of justice.

4. On the other hand, petition is opposed by learned counsel representing legal heirs of respondent No. 2 as well as learned counsel representing State. Facts narrated in FIR are confirmed. Along with status report, copy of compromise dated 05.08.2015 is annexed as Annexure R-1/T and affidavit of Ranjit Singh is annexed as Annexure R-2/T. Time and again, compromises were effected between the parties but every time petitioners failed to fulfill their part of compromise. Ranjit Singh Chandan sold plot in the name of Swaran Kaur by producing his mother Surjit Kaur

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and later on, failed to honour compromise to return sum of ₹8.5 lakhs as per affidavit Annexure R-2/T. After proper investigation done by DSP (S.D), Faridkot and after obtaining legal opinion from District Attorney, Faridkot, present FIR was registered. Petition filed by petitioners is without merits, thus, deserves dismissal.

5. I have considered the arguments and have gone through the record carefully. FIR is registered on the written complaint of Swaran Kaur – respondent No. 2 who has already expired and now she is represented through her legal heirs. It is not disputed that plot stood in the name of Swaran Kaur which was sold by petitioner No. 2 in favour of Manoj Kumar and Kuldip Kumar. As per the facts narrated in FIR, Surjit Kaur - petitioner No. 1 impersonated as Swaran Kaur at the time of sale of said plot. On the other hand, petitioner No. 1 took the stand that he had purchased plot in the name of Swaran Kaur and it was sold with the consent of respondent No. 2. Apart from aforesaid allegations, copies of compromised arrived at between the parties are annexed by petitioners as well as annexed alongwith status report. There is a copy of compromise dated 28.08.2014 (Annexure P-2) and one receipt (Annexure P-3) regarding return of money. As per this receipt, ₹1 lakh was given to Manga Singh and remaining ₹1 lakh was to be given on 05.05.2015. There is another receipt dated 28.05.2015 (Annexure P-4) showing extension of date of payment to 03.06.2015. Apart from this, alongwith status report, there is another compromise dated 05.08.2015 (Annexure R-1/T) and one affidavit of Ranjit Singh dated 30.12.2015 (Annexure R-2/T). Stand taken by



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petitioners is matter of defence which can be looked into during the course of trial. Aforesaid record shows that from time to time, compromise deeds and affidavits were executed but there is no clear cut document to show that petitioners discharged their entire liability towards respondent No. 2, now represented through legal heirs.

Considering the aforesaid factual position, I do not find merits in petition filed by petitioners for quashing FIR No. 65 dated 12.03.2016 (supra) or subsequent proceedings arising therefrom and same is accordingly, dismissed.

6. Pending miscellaneous application(s), if any, stand disposed of accordingly as well.

02.12.2024

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(AMARJOT BHATTI)
JUDGE

Whether speaking/reasoned:
Whether reportable:

Yes/No
Yes/No