

CRM-M-21165-2024 (O & M) ::1::

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CRM-M-21165-2024 (O & M)
Date of Decision: 01.05.2024

Sunita Rani
... Petitioner
Versus
State of Punjab
...Respondent(s)

CORAM: HON'BLE MR. JUSTICE JASJIT SINGH BEDI
Present: Mr. Vishavdeep Singh Rana, Advocate,
for the petitioner.

JASJIT SINGH BEDI, J.

The prayer in the present petition under Section 482 Cr.P.C. is for the quashing of the order dated 04.11.2022 (Annexure P-3) passed by the Judicial Magistrate Ist Class, Amloh framing charges against the petitioner, the order dated 20.03.2024 (Annexure P-6) passed by the District and Sessions Judge, Fatehgarh Sahib whereby the revision petition against the said order framing charges has been dismissed alongwith all subsequent proceedings arising therefrom.

2. The brief facts of the case are that the complainant Prem Chand Sharma son of Ram Singh Sharma moved an application before the Senior Superintendent of Police, Fatehgarh Sahib, to the effect that Smt. Sunita Rani (petitioner) wife of Ashwani Kumar had agreed to sell her house vide agreement to sell dated 03.12.2015 but she did not execute the sale deed on the stipulated date on the pretext of domestic problems and got extended the date. On suspicion, he got examined the revenue

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record and was surprised to learn that Sunita Rani (petitioner) had taken a loan from the Diwan Housing Finance Corporation Limited, Branch Patiala thereby defrauding him.

On the application, an enquiry was conducted and on receipt of the enquiry report, FIR No.85 dated 26.06.2019 under Section 406, 420 IPC, Police Station Amloh (Annexure P-2) came to be registered against Sunita Rani (petitioner).

3. After the completion of investigation, the report under Section 173(2) Cr.P.C. was presented against the petitioner under Sections 406 and 420 IPC. The Court of the Judicial Magistrate Ist Class, Amloh framed charges on 04.11.2022 under Sections 406 and 420 IPC vide order Annexure P-3.

4. The petitioner preferred a revision petition before the District & Sessions Judge, Fatehgarh Sahib. The said petition came to be dismissed vide order dated 20.03.2024 (Annexure P-6).

5. The aforementioned orders dated 04.11.2022 and 20.03.2024 (Annexures P-3 and P-6 respectively) are under challenge in the present petition.

6. The learned counsel for the petitioner contends that the charges had been wrongly framed against the petitioner. The Courts below had not considered the fact that no such agreement to sell was ever executed by the petitioner in favour of the complainant. The said agreement was a forged and fabricated document. The case was of a civil nature and the complainant had already filed a civil suit against the

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petitioner. In fact, the son of the complainant was running a finance company and would advance loans to various persons. The petitioner had also obtained a loan in the year 2015 and had returned the said amount alongwith interest. However, at the stage, when the said loan was obtained, blank signed cheques and other blank signed papers had been taken by the complainant. The said blank papers had now been misused by the complainant party. He, therefore, contends that the impugned orders (Annexures P-3 and P-6 respectively) were liable to be set aside and the petitioner ought to be discharged of the charges framed against her.

7. I have heard the learned counsel for the petitioner and have gone through the record.

8. The primary argument of the petitioner is that when she had obtained a loan in the year 2015, at that time, the blank signed papers and blank signed cheques had been taken by the complainant which had been used to fabricate the agreement to sell which is a subject-matter of the instant FIR and therefore, the document being a forgery, the petitioner was liable to be discharged. It may be relevant to mention here that during the enquiry conducted post-filing of the complaint, absolutely no documentary evidence was presented by the petitioner before the investigating agency substantiating her defence. In this view of the matter, it would be a disputed question of fact requiring leading of evidence as to whether the agreement to sell was executed by the petitioner in favour of the complainant voluntarily or not. Similarly, the

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defence of the petitioner of availing of a loan of Rs.6 lacs in the year 2015 and returning of more than Rs.9 lacs would have to be appreciated at the time of the Trial. At this stage, the allegations that the petitioner had executed an agreement to sell in favour of the complainant, refused to execute the sale deed and had instead taken a loan on the same property without disclosing the fact either to the complainant or to the finance company is sufficient to frame charges against her. Thus, apparently, all the arguments raised by the counsel for the petitioner can only be appreciated after leading evidence during the course of the Trial. Further, an aggrieved person can pursue a civil remedy as well as a criminal remedy simultaneously.

9. In view of the above, I find no merit in the present petition and the same stands dismissed.

May 01, 2024
sukhpreet

(JASJIT SINGH BEDI)
JUDGE

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