



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

CRR-2853-2015 (O&M)
Reserved on 21.10.2024
Date of decision: 13.11.2024

Naunihal Singh

...Petitioner

Versus

State of Punjab and Another

...Respondents

CORAM: HON'BLE MR. JUSTICE KARAMJIT SINGH

Argued by: Ms. Apporva Arya, Advocate for
Mr. J.S. Ghuman, Advocate for the petitioner.

Mr. J.S. Dhaliwal, AAG, Punjab.

KARAMJIT SINGH, J. (ORAL)

1. The present revision petition has been filed by the petitioner/complainant against the judgment dated 29.01.2015 passed by the Court of Additional Sessions Judge, Tarn Taran vide which the appeal filed by accused/respondent No.2 Satnam Singh against the judgment and order dated 01.12.2011 passed by the Court of Sub Divisional Judicial Magistrate, Patti, was allowed and respondent No.2 was acquitted of all the offences.

2. The brief facts of the case are that Sukhwant Kaur sister of petitioner Naunihal Singh, a resident of Australia was owner of land measuring 9 kanal 19 marlas in the area of Patti and she gave general power of attorney authorizing the petitioner to sell her land. Accused Pankaj Vashisth (since deceased) along with respondent No.2 and one Pushpinder Kumar, property dealers approached the petitioner on 18.01.2005 at his house situated in Mohali. The petitioner agreed to sell the said land of his sister for amount of Rs.45 lacs to Pankaj Vashisth against one hand written agreement and petitioner received token money of Rs.1 lac and the aforesaid persons agreed to make further payment of Rs.9 lacs on 28.01.2005 and the sale deed was agreed to be executed on or before



28.04.2005. The aforesaid persons did not wait till 28.01.2005 and rather again visited the house of petitioner along with one written agreement and paid another amount of Rs.9 lacs to the petitioner on 22.01.2005. The photocopy of the agreement was handed over to the petitioner and it was settled that the sale deed would be executed by 28.04.2005. The accused persons failed to appear in the office of Sub Registrar concerned for execution the sale deed on 28.04.2005. However, the petitioner appeared in the said office and marked his presence, in order to show his readiness and willingness to execute the sale deed on 28.04.2005. Subsequently, petitioner came to know that the accused persons unilaterally extended the date fixed for execution of the sale deed as 28.04.2006 by making over writing in the original agreement. Further, the accused persons also added certain lines in the body of agreement to sell, without the consent of the petitioner and thereby tampered with the original agreement to sell and thus, committed forgery and cheating. The matter was reported to the police which resulted into registration of FIR No.168 of 2005 under Sections 420, 467, 468, 471, 506, 120-B IPC, Police Station Patti, in the present case.

3. After completion of investigation, the challan was presented against all the three accused namely Pankaj Vashisth, respondent No.2 Satnam Singh and Pushpinder Kumar.

4. Finding a *prima facie* case, charges under Sections 420, 467, 468, 471, 506, 120-B IPC were framed against all the accused to which, they pleaded not guilty.

5. In order to prove its case, prosecution examined PW-1 petitioner Naunihal Singh who while appearing in the witness box reiterated the allegations recorded in the FIR and proved the copy of agreement to sell in question Mark-B. PW-2 Tara Singh, Patwari produced the revenue record of land in question as per which, Sukhwant Kaur was its owner and he proved documents Ex.PW-2/A, Ex.PW-2/B, Ex.PW-2/C and Ex.PW-2/D and jamabandi Ex.PW-2/E relating to land in question. PW-3 Darshan Singh, stated that on 28.04.2005, he visited the office of Sandhu Property Dealer and heard the accused persons talking about tampering with the agreement in question. PW-4 Jagtar Singh, deposed that the entire

transactions with regard to agreement to sell in question were executed in his presence in the house of the complainant at Mohali. PW-5 Inspector Balkar Singh (Retd.) deposed regarding the investigation conducted by him and finally, the prosecution evidence was closed by order.

6. The accused were examined under Section 313 Cr.P.C but they denied all the incriminating evidence put to them and pleaded innocence and false implication. Accused did not lead any evidence in their defence.

7. After hearing the counsel for the parties, the trial Court came to the conclusion that all the three accused committed offences under Sections 420, 467, 468, 471 and 120-B IPC and they were sentenced as follows:-

Under Section	Sentence	Fine
120-B IPC	RI for three years each	Fine of Rs.3000/- and in default to undergo 15 days imprisonment each.
420 IPC	RI for two years each	Fine of Rs.2000/- and in default to undergo 15 days imprisonment each.
467 IPC	RI for three years each	Fine of Rs.3000/- and in default to undergo 15 days imprisonment each.
468 IPC	RI for two years each	Fine of Rs.2000/- and in default to undergo 15 days imprisonment each.
471 IPC	RI for three years each	Fine of Rs.3000/- and in default to undergo 15 days imprisonment each.

8. Being aggrieved respondent No.2 Satnam Singh filed an appeal in the Court of Session. The said appeal was allowed and respondent No.2 was acquitted of all the offences vide judgment dated 29.01.2015.

9. Petitioner/complainant has filed the present revision petition against aforesaid judgment dated 29.01.2015 passed by the Court of Additional Sessions Judge, Tarn Taran.

10. The counsel appearing on behalf of the petitioner has argued that all the accused including respondent No.2 tampered with the original agreement to sell by changing the date fixed for execution of sale deed by making over writing in the said date. It has been further argued that the



accused persons also unilaterally added certain lines in the said agreement to sell and thus, committed forgery and cheating. That in order to prove its case, the prosecution examined petitioner/complainant as PW-1 who supported the case of prosecution. PW-2 Tara Singh, Patwari, PW-3 Darshan Singh, PW-4 Jagtar Singh and PW-5 Inspector Balkar Singh were also examined to establish the case of the prosecution. That after taking into consideration the entire evidence, the learned trial Court rightly convicted and sentenced all the three accused as is detailed above. It has been further submitted that the appellate Court failed to re-appraise the evidence led by the prosecution in right perspective and passed the judgment of acquittal on the basis of conjectures and surmises. The said judgment deserves to be set aside being not sustainable in the eyes of law.

11. The State counsel also supported the aforesaid arguments raised by the counsel for the petitioner.

12. I have considered the submissions made by counsel for the petitioner.

13. From the perusal of copy of the agreement to sell Mark-B, which was produced by the petitioner during trial, it is apparent that the said agreement was executed by petitioner being attorney of his sister Sukhwant Kaur in favour of Pankaj Vashisth with regard to the land owned by Sukhwant Kaur and petitioner received amount of Rs.10 lacs as a token money out of total sale consideration of Rs.45 lacs and the sale deed was agreed to be executed on 28.04.2005. Aforesaid Pankaj Vashisth signed the said agreement as a proposed vendee, while on behalf of vendor, petitioner signed the said agreement. It also appears that respondent No.2 Satnam



Singh and one Pushpinder Kumar signed the said agreement as its attesting witnesses. Respondent No.2, an attesting witness of the agreement Mark-B cannot be termed as a beneficiary in any manner. He was not going to gain anything by tampering with the original agreement to sell. Respondent No.2 being an attesting witness of the agreement, was not supposed to be having in his custody the original agreement to sell. The original agreement to sell may be there with the proposed vendee namely Pankaj Vashisth. Forgery/fraud if any may be later on committed by the proposed vendee, as only he was having the original agreement in his possession, after its execution. It is not the case of the prosecution that the alleged forgery was committed at the time of the execution of the agreement. In fact, the alleged act of forgery happened later on when the original document was in possession of proposed vendee Pankaj Vashisth. There is no legal evidence available on the record to establish that the alleged forgery was committed by Pankaj Vashisth in connivance/collusion with respondent No.2 Satnam Singh. The only person who could have benefited by making addition, interpolation or over writing in the original document was proposed vendee Pankaj Vashisth who died during pendency of the appeal filed by him against the judgment of conviction and sentence passed by the trial Court and proceedings against him were abated vide order dated 19.07.2014. There is nothing on the record to indicate that on account of the alleged fraud and cheating, the respondent No.2 got any monetary benefit. Further, there is no other specific allegations against the respondent No.2 that would cover any of the ingredients of the alleged offences. The Hon'ble Supreme Court in Civil Appeal No.8827 of 2011 titled as ***Hemkunwar Bai Vs. Sumer Singh and***



others, decided on 25.09.2019, held that marginal witnesses to sale deed/Will, need not necessarily know what is contained in the document. Thus, it is settled position of law that an attesting witness cannot be roped into the net of crime along with other accused persons, if there is no other allegations except that he is an attesting witness

14. Further, in the present case, the original agreement to sell which was alleged to be forged was not produced in the trial Court. Even no document expert was examined by the prosecution to prove the allegations of alleged fraud.

15. In light of the above discussion, this Court is of the view that there was no illegality or infirmity in the judgment dated 29.01.2015 passed by the Court of Additional Sessions Judge, Tarn Taran whereby the judgment and order dated 01.12.2011 passed by the trial Court was set aside and respondent No.2 was acquitted of all the offences.

16. Consequently, the present revision petition is hereby dismissed being devoid of merits.

13.11.2024

Yogesh

**(KARAMJIT SINGH)
JUDGE**

**Whether speaking/reasoned:-
Whether reportable:-**

**Yes/No
Yes/No**