



-1-

227

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

CWP-7059-2022

Date of decision:-30.07.2025

Ovinder Sood

...Petitioner

Versus

State of Punjab and others

...Respondents

CORAM : HON'BLE MR. JUSTICE SUVIR SEHGAL

Present: Mr. Manu K. Bhandari, Advocate and
Mr. Rohit Kataria, Advocate
for the petitioner.

Mr. Sahil R. Bakshi, AAG, Punjab
for respondents No.1 to 4.

Mr. Deepak Kumar, Advocate
for respondents No.5 and 6.

SUVIR SEHGAL, J.(ORAL)

1. This petition has been filed, *inter alia*, for issuance of a writ in the nature of mandamus directing the respondents to register FIR in terms of Section 154 Cr.P.C. and to investigate the matter. Another prayer has been made for directing the respondents to decide the representation dated 01.02.2022, Annexure P6.

2. Petitioner has alleged that he has taken a loan of



-2-

227

Rs.50,000/- on 05.04.2021 from Amandeep Singh, who was running Sahej Finance Company. As per the terms of the agreement, loan was to be returned by 06.07.2021 and a daily installment of Rs.600/- had to be paid. Petitioner has claimed that he had taken a shop on rent from Saravjit Singh, but Amandeep Singh forcibly occupied the shop and threatened his family members with dire consequences, if they reported the matter to the police. It has been alleged that Amandeep Singh had also forcibly taken possession of a Mahindra Maxi Truck belonging to the petitioner. Petitioner's wife submitted a complaint on 01.02.2022, Annexure P6, levelling allegations against Amandeep Singh and others, but no action has been taken.

3. Upon notice, reply has been filed by way of affidavit of Harsimran Singh Bal, PPS, Deputy Superintendent of Police, City – 2, SAS Nagar on behalf of the official respondents, wherein it has been stated that complaint has been inquired into and it was found that the vehicle bearing No.CH-01-TB-4397 was purchased by the petitioner after availing loan from Mahindra & Mahindra Finance Service Ltd. When the petitioner failed to repay the installments, the company took back the possession of the vehicle and allegation levelled against Amandeep Singh was found to be fabricated. It was found that the petitioner had taken a shop on rent from Saravjit Singh, but he neither paid the rent nor the electricity or water bills. Petitioner issued a cheque for Rs.1,48,000/- in the name of landlord, but it was dishonoured. The official respondents found that dispute between the parties was of a civil



-3-

227

nature and complaint submitted by petitioner's wife was consigned to the record.

4. In view of the written statement filed on behalf of the official respondents, there is no occasion for issuance of a direction, as sought for.

5. Finding no merit in the petition, it is dismissed though with no order as to costs.

(SUVIR SEHGAL)
JUDGE

30.07.2025.
Brij

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