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2025.PHHC:109856



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

CRM-M-44495-2023

Date of Decision:-20.08.2025

DALIP SINGH & ANOTHER**.....Petitioners****VERSUS****JAGWINDER SINGH & OTHERS****.....Respondents****CORAM:- HON'BLE MR. JUSTICE JASJIT SINGH BEDI**

Present:- Mr. Sandeep Punchhi, Advocate
for the petitioner.

JASJIT SINGH BEDI, J.

The prayer in the present petition under Section 482 Cr.P.C. is for quashing of the order dated 13.02.2020 (Annexure P-1) passed by the Judicial Magistrate, 1st Class, Ellenabad vide which the complaint filed by the petitioner/complainant has been dismissed and further for quashing of order dated 02.11.2022 (Annexure P-2) passed by the Ld. Addl. Sessions Judge, Sirsa vide which the revision filed by the petitioner/complainant has also been dismissed.

2. Briefly, it is the case of the petitioner/complainant that petitioner No.1/complainant and his sons namely Kulwant Singh and Mangal Singh used to sell their agricultural produce to the commission agency namely M/s Brar Trading Company situated at Grain Market, Rania. The owner of this firm was Sukhdeep Kaur wife of Iqbal Singh but its whole business was being looked after by accused Jagwinder Singh his clerk Lakhwinder Singh and accused No. 3 Iqbal Singh. On 25.05.2009, complainant No. 1 executed an agreement No. 527 dated 25.05.2009 as

security in favour of Sukhchain Singh, nephew of accused Iqbal Singh. The same was cancelled in presence of accused No. 3 on 11.06.2012. Another agreement No. 632 dated 18.05.2011 was executed in favour of accused No. 1 as security which is still in their possession. It is stated that Jagwinder Singh got registered an agreement on 20.02.2015 with regard to 24 kanal 15 marla land of complainant No. 1 by showing payment of Rs. 19,00,000/- in cash. This amount was shown to have been given in front of Sub-Registrar, Rania. However in reality, no payment was made in his presence. Due to this reason, the Sub-Registrar mentioned the same in his endorsement. Later on, in September, 2015, a settlement was effected between the parties. Accordingly the earnest money of Rs. 19,00,000/- was returned by the complainant to Jagwinder Singh in cash. Thereafter accused No. 1 moved an application and he gave a joint affidavit (with complainant) for cancellation of agreement bearing No. 4903 dated 20.02.2015. The rapat entered on the basis of the agreement was also reverted. It was clearly mentioned in the affidavit that accused No. 1 had received all the amount in cash. However, he had malafide intention so on the pretext that he had to show repayment of earnest money through the bank account, he obtained cheque No. 00066 dated 21.09.2015 from complainant. It was also mentioned in the joint affidavit. He had assured that after credit in his account, he would return the payment in papers. As the accused was a commission agent of complainant No. 1 and his sons so due to his close relationship with them the said cheque was given to him. The remaining cheque Nos. 00067 to 00070, out of said cheque book, were in custody of complainant out of which cheque bearing serial No. 00067 was signed by him. In January, 2016 on the ground that the account was not being used by him, the complainant decided to close the

same. Hence alongwith the above cheques, the entire cheque book containing the cheques was lost somewhere. On 04.01.2016, he informed the branch manager with regard to the loss of his cheque book and stopped the payment. After some time, a message was received on the mobile phone of the son of the complainant that a cheque of Rs.19,00,000/- was presented for payment from his account. Later, after inquiry, he came to know that accused No. 1 had misused his lost cheque bearing No. 00067. It is stated that he never gave the said cheque to him. He was not liable to make such a huge payment to him. The lost cheque book was probably found by accused No. 1 and he misused the signed cheque. The remaining lost cheques were still in his possession. On 11.07.2016. Kulwant Singh, son of complainant No. 1 moved a complaint against the accused and the firm to Secretary Market Committee, Rania in which records of selling crops and J-forms issued by the firm from 2014 to December, 2015 were sought. But it was informed that there was no record showing sale of crops by Kulwant Singh to M/s Brar Trading Company from 01.04.2016 till 31.03.2016. As such, by not showing J-forms, the accused not only cheated them but also committed fraud with the government. When complainant No. 2 moved a complaint against them, accused No. 1 did not appear for hearing before Secretary, Market Committee, Rania. Accused No. 2 to 4 admitted that accused No. 1 had intentionally refused to appear. Thus, the accused persons had cheated the complainant by hatching a criminal conspiracy. Complaints in this regard were moved to SHO, PS Rania and SP, Sirsa on 28.10.2016 and 17.10.2016 respectively but no action was taken. Hence the complaint.

3. In preliminary evidence, the following witnesses were examined by the complainant:-

PW1 Kulwant Singh- He is complainant No. 2. He reiterated the version of the complaint and proved complaints as Ex. PW1/B, Ex. PW1/C to Ex. PW1/J moved by him to various authorities against the accused.

PW2 Dalip Singh- He is complainant No. 1. He deposed on the lines of PW1 thereby reiterating the version set up in the complaint.

PW3 SI Sita Ram- He brought the summoned record pertaining to complaint No. 2195-PU dated 22.11.2016 moved by complainants to SP, Sirsa. He deposed that this complaint was sent to PS Rania for necessary action. He proved it as Ex. PW3/A.

PW4 Rajender- He brought the summoned record and proved documents Ex. PW1/A to Ex. PW1/J and Ex. PW4/K to Ex. PW4/S and he also deposed that Ex. PW1/B was correct as per his record.

PW5 Harjinderpal Singh- He brought record pertaining to deed No. 527 dated 25.05.2009, No. 632 dated 18.05.2011, No. 4903 dated 20.02.2015 and proved their copies as Ex. PW5/A to Ex. PW5/C.

PW6 Saurabh Kumar, Sales Officer, ICICI Bank- He brought record pertaining to account number of complainant No. 1. He stated that on 04.01.2016, a complaint was moved by him for stopping payment of cheques bearing No. 00067 to 00070 as the cheques were lost by complainant. He proved this complaint as Ex. PW6/A. He also brought a copy of the Aadhar card of complainant No. 1 as Ex. PW6/B, cheque which was presented for payment as Ex. PW6/C. He also proved receipt of copy given to complainant No. 1 as Ex. PW6/D.

PW7 Shahid Hussain, patwari- He brought the summoned record with regard to application Ex. PW7/A moved by accused No. 1 to Tehsildar, Rania. He also proved attested copy of statement dated

21.09.2015 as Ex. PW7/B. He also proved copy of rapat roznamcha as Ex. PW7/C and rapat No. 2779 and 4400 as Ex. PW7/D.

Preliminary evidence was closed by complainant on 20.12.2018.

4. The said complaint came to be dismissed by the Court of JMJC, Ellenabad (Annexure P-1) vide order dated 13.02.2020.

5. The aforementioned order was challenged before the Court of Addl. Sessions Judge, Sirsa vide Criminal Revision No.37 of 2020. Vide order dated 02.11.2022 the said revision petition was dismissed by the Court of Addl. Sessions Judge, Sirsa.

6. The aforementioned orders are under challenge in the present petition.

7. The learned counsel for the petitioners/complainants contends that the impugned orders are against the law and facts and based on conjectures and surmises. The Courts have not examined the evidence in its proper perspective. Therefore, the impugned orders are liable to be set aside and the accused ought to be summoned to face trial.

8. I have heard the learned for the petitioners/complainants.

9. The complainant has examined seven witnesses. Only PW1 and PW2 are the witnesses, who are acquainted with the controversy between the parties. It is the admission in the pleading itself that the complainant no.1 is a party to agreement no.527 dated 25.05.2009 (Ex.PW5/A), agreement no.632 dated 18.05.2011 (Ex.PW5/B) and agreement no.4903 dated 20.02.2015 (Ex.PW5/C) with respondent no.1. So regarding these three agreements, the petitioners cannot take the plea of any cheating, fraud or forgery. A reference of Rs.19 lakh has come in the agreement Ex.PW5/C.

The complainant has also levelled allegations regarding misusing of a cheque of Rs.19 lakh by the accused. The complaint in question has been moved for the lost cheques, misusing of cheques by accused, selling of crops without entries in papers and not issuance of J form by the accused. Documents Ex.P6 to Ex.P45 clearly show filing of a suit for rendition of accounts by the complainants against the accused. Therefore, they are already availing civil remedies regarding selling of crop without entries in papers and not issuance of J form and regarding misusing of cheque. It is a specific finding by the courts that there is no evidence of impersonation, forgery or cheating by the accused and there is no material to show criminal conspiracy among the accused. So the controversy as raised in the complaint is purely of a civil nature and as they could not prove impersonation, forgery or cheating there were no sufficient ground with the courts to proceed against the accused. Thus, the complaint was rightly dismissed and no material has been brought on the record to prove a strong prima-facie case to proceed against the accused.

10. In view of the aforementioned discussion, I find no infirmity in the orders of the Judicial Magistrate, 1st Class, Ellenabad dated 13.02.2020 (Annexure P-1) and the Addl. Sessions Judge, Sirsa dated 02.11.2022 (Annexure P-2). Therefore, the present petition stands dismissed.

(JASJIT SINGH BEDI)
JUDGE

20.08.2025
JITESH

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