



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

CRM-M No.8257 of 2019
Reserved on:-02.04.2026
Pronounced on:-06.04.2026
Uploaded on:- 07.04.2026

*Whether only operative part of the judgment is
Pronounced or the full judgment is pronounced: operative part/full judgment*

SURAJ SINGH AND ANOTHER

...Petitioners

Versus

STATE OF PUNJAB AND ANOTHER

...Respondents

CORAM: HON'BLE MS. JUSTICE MANDEEP PANNU

Argued by:- Dr. Anmil Rattan Sidhu, Sr. Advocate, assisted by
Mr. Pratham Sethi, Mr. Souravdeep Singh and
Ms. Surekha, Advocates,
for the petitioners.

Mr. Sahil Chowdhary, AAG, Punjab.

Mr. G.S. Punia, Sr. Advocate, assisted by
Ms. Harveen Kaur, Advocate
for respondent No.2.

MANDEEP PANNU, J

1. The present first petition under Section 482 Cr.P.C. has been filed for quashing of FIR No.102 dated 28.10.2017 registered under Sections 406, 420 and 120-B of the Indian Penal Code at Police Station Amloh, District Fatehgarh Sahib, along with all consequential proceedings arising therefrom.

2. Briefly stated, the case of the prosecution is that a complaint



was submitted by Paramvir Singh to the Senior Superintendent of Police, Fatehgarh Sahib, alleging that the present petitioners along-with one Sukhwinder Singh alias Sukha, a property dealer, induced the complainant and his associate Pritam Singh to invest money in a proposed land deal. It was alleged that the accused persons represented that they had entered into an agreement to purchase certain land and persuaded the complainant to become a partner in the said transaction. Relying upon the representations made by the accused persons and believing the deal to be genuine and profitable, the complainant allegedly paid an amount of ₹18 lakhs as earnest money and thereafter, an additional sum of ₹10,80,000/- in connection with the said agreement to sell.

3. It was, further, alleged that the accused persons had shown the complainant certain revenue documents (Fard) in respect of the land and assured that the sale deed would be executed in due course. However, when the complainant later made inquiries, it allegedly came to light that the land in question did not exist in the manner represented and that incorrect particulars had been furnished by the accused persons. The complainant, further, alleged that the documents shown to him were fabricated and that the accused persons had dishonestly induced him to part with the money. Upon confronting the accused and demanding return of the amount, they allegedly refused and also extended threats to the complainant.

4. On the basis of the said allegations, FIR No.102 dated 28.10.2017 under Sections 406, 420 and 120-B IPC was registered at Police Station Amloh, District Fatehgarh Sahib.



5. Learned counsel for the petitioners contends that the present FIR is false, fabricated and has been registered only to pressurize the petitioners in a dispute which is essentially of civil nature. It is submitted that initially, Sayyed Mohammad Muslim had entered into an agreement to sell dated 20.07.2009 with the original owners of the land and thereafter, entered into another agreement dated 10.08.2009 with petitioner No.2 Mandeep Singh, in pursuance of which a substantial amount was paid as earnest money. It is, further, submitted that when the said transaction could not materialize, Sayyed Mohammad Muslim filed a civil suit for specific performance against the original owners before the Civil Judge (Senior Division), Fatehgarh Sahib. Learned counsel, further, submits that thereafter, on 11.07.2011, petitioner No.2 entered into an agreement with the present complainants, whereby the complainants agreed to invest money in the said property and paid ₹18,00,000/- as earnest money, with an understanding that they would be entitled to have share in the property if the suit for specific performance succeeded. It is argued that the said agreement itself recorded that the civil litigation regarding the land was already pending and the arrangement between the parties was essentially in the nature of an investment in the outcome of the said litigation. It is, further, contended that subsequently, the complainants themselves filed a civil suit for recovery titled '*Paramvir Singh and another versus Mandeep Singh*' before the Civil Court at Amloh, which is still pending adjudication. It is also argued that petitioner No.1 was not even a party to the agreement dated 11.07.2011. Learned counsel submits that earlier inquiries conducted by the



police authorities also did not find any material constituting offences of cheating or breach of trust and the dispute was found to be relating to a monetary transaction arising out of a land deal. Therefore, according to the petitioners, the present FIR has been lodged only to give a criminal colour to a civil dispute and to exert pressure upon the petitioners.

6. Learned State counsel, on the other hand, opposes the present petition and submits that during investigation of the FIR sufficient evidence was collected against the petitioners as well as co-accused Sukhwinder Singh, and accordingly, challan has already been presented before the learned trial Court on 03.11.2018. It is, further, submitted that the case is presently pending before the trial Court for further proceedings and therefore, the petitioners may raise all their pleas before the trial Court at the appropriate stage. Learned State counsel contends that the allegations levelled in the FIR disclose the commission of cognizable offences and the petitioners have cheated the complainant. Thus, according to the State, the present petition is misconceived and amounts to abuse of the process of law, and the same deserves to be dismissed.

7. I have heard learned counsel for the parties and have gone through the record with their able assistance.

8. From the material placed on record, it is evident that the dispute between the parties arises out of a series of transactions relating to agreements to sell pertaining to the land in question. The record reveals that initially, an agreement to sell dated 20.07.2009 was executed between the original land owners and Sayyed Mohammad Muslim with respect to



the land measuring 13 Kanals 7 Marlas. Subsequently, Sayyed Mohammad Muslim entered into another agreement dated 10.08.2009 with petitioner No.2 Mandeep Singh, in pursuance of which a substantial amount was paid as earnest money. When the said transaction could not materialize, Sayyed Mohammad Muslim instituted a civil suit for specific performance titled '*Sayyed Mohammad Muslim versus Surinder Singh and others*' before the Court of Civil Judge (Senior Division), Fatehgarh Sahib in respect of the said agreement to sell.

9. Thereafter, the present complainants Paramvir Singh and Pritam Singh entered into an arrangement with petitioner No.2 vide agreement dated 11.07.2011, whereby they invested money in the said property and paid ₹18,00,000/- as earnest money, with the understanding that they would have a share in the property if the litigation relating to the land succeeded. It is not disputed that the complainants themselves, thereafter, instituted a civil suit for recovery titled '*Paramvir Singh and another versus Mandeep Singh*' before the Civil Court at Amloh, seeking recovery of ₹51,60,000/-, which included the double amount of earnest money along with interest and other expenses arising out of the same transaction.

10. A perusal of the pleadings of the said civil suit shows that the complainants have sought recovery of money on the basis of the agreement dated 11.07.2011 and the payments made by them pursuant thereto. Significantly, no allegation was raised in the said civil suit that the land in question was non-existent or that the petitioners had shown any fabricated



or fake documents to them. Had such allegations been true, the same would naturally have found mention in the civil proceedings instituted by the complainants themselves. Rather, the complainants proceeded on the premise of the agreement and sought recovery of the money allegedly payable to them thereunder.

11. It is also borne out from the record that the dispute between the parties essentially pertains to financial transactions arising out of agreements relating to the sale of land and the investment made therein. The civil litigation between the parties has already been resorted to and even the decree passed for recovery of money has been challenged by the defendant by way of an appeal, which further demonstrates that the parties are already pursuing their remedies before the competent civil courts.

12. In these circumstances, the allegations contained in the FIR appear to be nothing but an attempt to give a criminal colour to a dispute which is predominantly civil in nature. The entire case revolves around the payment of money pursuant to agreements between the parties and the subsequent claim for its recovery. The intention to cheat at the inception, which is the sine qua non for constituting the offence of cheating, cannot be imported merely because the transaction did not fructify as expected.

13. Moreover, the fact that the complainants themselves have already instituted a civil suit for recovery of money arising out of the same transaction clearly indicates that the dispute is essentially a monetary dispute between the parties, for which the remedy in civil law has already been invoked. The lodging of the present FIR, therefore, appears to be an



attempt to exert pressure upon the petitioners in the ongoing civil dispute.

14. In view of the above circumstances, this Court is of the considered opinion that the continuation of the criminal proceedings would amount to abuse of the process of law, as the allegations made in the FIR do not disclose the essential ingredients of the offences alleged and the dispute between the parties is essentially civil in nature.

15. Accordingly, the present petition is allowed. FIR No.102 dated 28.10.2017 registered under Sections 406, 420 and 120-B IPC at Police Station Amloh, District Fatehgarh Sahib, along with all consequential proceedings arising therefrom, is hereby quashed qua the petitioners.

16. All pending applications, if any, also stand disposed of.

06.04.2026
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(MANDEEP PANNU)
JUDGE

<i>Whether speaking/reasoned:</i>	<i>Yes/No</i>
<i>Whether Reportable:</i>	<i>Yes/No</i>