



CRM-M-13944-2022

-1-

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

CRM-M-13944-2022

Date of Decision: 05.09.2025

**BHUPINDER SINGH ALIAS BHUPINDER SINGH MANKU &
ANOTHER**

... Petitioners

Versus

STATE OF PUNJAB & OTHERS

...Respondents

CORAM: HON'BLE MR. JUSTICE JASJIT SINGH BEDI

Present: Ms. G.K. Mann, Sr. Advocate with
Mr. Arshjot Singh, Advocate
for the petitioner.

Mr. Harkanwar Jeet Singh, Asstt. A.G., Punjab.

Mr. Naveen Batra, Advocate
for respondent Nos.2 & 3.

JASJIT SINGH BEDI, J.

The prayer in the present petition under Section 482 Cr.P.C. is for quashing of the FIR No.0351 dated 19.12.2019 registered under Sections 420/120-B IPC at Police Station Model Town, District Hoshiarpur along with all consequential proceedings arising therefrom.

2. The brief facts of the case are that the complainant/respondent No.2 entered into an agreement to sell with the petitioner No.1, the power of attorney of petitioner No.2 who is the owner of the property on 11.06.2018. The sale deed was to be executed by 10.11.2018.

3. Before the execution of the sale deed on 10.11.2018, the respondent No.2 issued a legal notice dated 07.08.2018 (Annexure P-2) to the



CRM-M-13944-2022

-2-

petitioners stating that they had agreed to handover the original sale deed to her before the execution of the sale deed and therefore, the same be handed over to her (complainant) within 15 days. The petitioners submitted a reply to the said notice stating that the agreement to sell did not contain any such recital of handing over original documents to the respondent No.2 and even otherwise, at the stage of an agreement to sell the question of handing over of original documents did not arise.

4. Thereafter, the instant FIR came to be registered at the instance of respondent No.2 with the allegations that the petitioners had not handed over the original sale deed of the previous owner namely, Jaswant Singh and that there was a discrepancy in the description of the property because of which the complainant could not avail a loan to purchase the property. Therefore, she had been cheated as she had paid a sum of Rs.2 lakhs to the petitioners. The copy of the FIR No.0351 dated 19.12.2019 under Sections 420/120-B IPC Police Station Model Town, District Hoshiarpur is attached as Annexure P-5 to the petition.

5. Based on the investigation conducted, the report under Section 173(2) Cr.P.C. came to be presented against the petitioners.

6. The learned Senior counsel for the petitioners contends that the petitioners have been falsely implicated in the present case. The agreement to sell does not contain any such recital that original documents of ownership were to be handed over to the complainant. The discrepancy in the Jamabandi of the property has been rectified prior to the execution of the agreement as is evident from the document dated 26.04.2018 (Annexure P-4). Even

**CRM-M-13944-2022**

-3-

otherwise, the report under Section 173(2) Cr.P.C. only stands submitted under Sections 420/120-B IPC and not for the offences of forgery. In fact, on the pretext of getting the property cleaned the father of respondent No.2 who is also a police official took the keys of the house on the pretext of cleaning and renovating the same and refused to handover the possession of the house back to the petitioners. Later, the petitioners were forced to file a complaint with the Deputy Commissioner through the NRI Commission and on an inquiry being conducted respondent Nos.2 and 3 returned the keys of the house to the petitioners and admitted their guilt. The petitioners have filed a suit for declaration to the effect that the agreement to sell dated 11.06.2018 (Annexure P-1) stands rescinded and cancelled and the earnest money is forfeited. The respondent No.2 has filed a civil suit for the recovery of the earnest money. Quite apparently, it is a civil dispute at best which has been given the colour of a criminal case. She, therefore contends that the continuation of the proceedings against the petitioners is nothing but an abuse of the process of the Court and therefore, the present FIR and all consequential proceedings arising therefrom are liable to be quashed.

7. On the other hand, the learned State counsel along with the learned counsel for the complainant contend that the petitioners were required to handover the original documents to the complainant in order her to avail a loan. They did not do so. Further, there is a discrepancy in the description of the property. Both these factors prevented the complainant to obtain a loan and therefore, the property could not be purchased. A sum of



CRM-M-13944-2022

-4-

Rs.2 lakhs already stood paid to the petitioners. The report under Section 173 Cr.P.C. stands presented. Certain disputed questions of facts have been raised which cannot be examined in summary proceedings under Section 482 Cr.P.C. Therefore, the present petition is liable to be dismissed.

8. I have heard the learned counsel for the parties.

9. A perusal of the FIR would reveal that the allegations are two-fold. Firstly, it is alleged that the petitioners did not handover the original sale deed of Jaswant Singh to the respondent No.2. The second allegations is that there is a discrepancy in the Jamabandi of the property in question.

10. As regards allegation No.2, the document dated 26.04.2018 (Annexure P-4) clearly establishes that the discrepancy was corrected prior to execution of the agreement to sell dated 11.06.2018 (Annexure P-1). Therefore, no offence of forgery etc. has been incorporated in the FIR or the report under Section 173(2) Cr.P.C.

11. As regards allegation No.1 of the original sale deed not being handed over, a perusal of the agreement to sell would reveal that there is no such recital that the petitioners were to handover the original agreement to sell with Jaswant Singh to respondent No.2/complainant and the purchaser of the property. The notice as sent by respondent No.2 has been duly replied to by the petitioners. Even otherwise, at the stage of the execution of an agreement to sell, the question of handing over of original documents would not arise. Be that as it may, even if the allegation is taken to be correct, by no stretch of imagination can it be said that by not handing over the original document of ownership an offence of cheating is made out. In fact, the

**CRM-M-13944-2022**

-5-

respondent No.2 has not provided any evidence to the effect that she was ready and willing to purchase the property. Further, two civil suits one at the instance of the petitioners and another at the instance of the respondent No.2 also stands filed. Essentially, the dispute between the parties is of a civil nature.

12. In view of the above, the continuation of the instant proceedings emanating out of the FIR are nothing but an abuse of the process of the Court. Therefore, the FIR No.0351 dated 19.12.2019 registered under Sections 420/120-B IPC at Police Station Model Town, District Hoshiarpur, the report under Section 173(2) Cr.P.C. and all consequential proceedings arising therefrom stand quashed.

(JASJIT SINGH BEDI)
JUDGE

05.09.2025

JITESH

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