



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

**CRM-M-42013-2019 (O&M)  
DECIDED ON:08.07.2025**

**CHARANJIT KAUR AND ANOTHER**

**.....PETITIONERS**

**VERSUS**

**STATE OF PUNJAB AND ANOTHER**

**.....RESPONDENTS**

**CORAM: HON'BLE MR. JUSTICE SANDEEP MOUDGIL**

Present: Mr. Sunil Agnihotri, Advocate  
for the petitioners

Mr. Jasjit Singh Rattu, DAG Punjab

Mr. Pushp Jain, Advocate  
for respondent No.2.

**SANDEEP MOUDGIL, J (ORAL)**

**CRM-49436-2024**

Prayer in this application is for placing on record written statement as Annexure P-9 as filed in Civil Suit No.1069/2019 filed by respondent No.2 with a further prayer for exemption from filing the certified copy of the same.

Application is allowed, as prayed for.

Annexure P-9 is taken on record with just exception and exemption as prayed for, is granted.

CRM-M-42013-2019

Relief Sought

1. The jurisdiction of this Court has been invoked under section 482 Cr.P.C. praying for quashing of the FIR No. 122 dated 03.06.2019 under Sections 420,120-B of IPC, registered at Police Station City Faridkot, District Faridkot, against the petitioners, whereby complainant with the connivance of the local police authorities converted the Civil dispute in Criminal nature by way of the above mentioned FIR, which is wrong, illegal and should be quashed in the interest of justice. It is further prayer that till the final decision of the petition proceeding before the Id Trial Court be stayed.

2. Brief facts of the case as put forth are that the petitioners had entered into an agreement to sell dated 05.03.2019 with complainant Chinder Pal Tiwari for land measuring 80 Kanal 15 marlas for an amount of Rs.43 lacs per acre. As per agreement to sell itself, the petitioners had received Rs.45,00,000/- as earnest money from Chinder Pal Tiwari. It was further stated that Rs.15 Lacs will be given by complainant on 13.03.2019 and a separate receipt will be executed regarding it. The remaining sale consideration was to be given at the time of execution of sale deed before Sub Registrar. As per the term of agreement to sell, the sale deed was to be executed on 10.04.2019. A extract translation copy of agreement to sell dated 05.03.2019 is annexed herewith as Annexure-P/2. On the stipulated date for execution of sale deed i.e. 10.04.2019, the petitioners went to the office of Sub-Registrar for execution of sale deed but the complainant did not come present. On the same day i.e. 10.04.2019, an affidavit was executed by petitioners and attendance was marked before the

Ld. Executive Magistrate. The true translated copy of the affidavit dated 10.04.2019 is attached as Annexure P/3.

3. Thereafter petitioners requested the complainant to come present and execute the sale deed as per agreement to sell dated 05.03.2019 but the complainant denied it by saying that he could not arrange the consideration amount as settled in agreement to sell. Let with no option, the petitioner and his wife sent a legal notice to the complainant, whereby, the complainant was informed that he has breached the terms and conditions of agreement to sell dated 05.03.2019, even however, a last chance to perform his part of contract was given and the complainant was requested to remain present in the office of Sub-Registrar alongwith remaining sale consideration, stamp fee, registration charges and other allied charges on 03.06.2019. It was also informed through said legal notice that in case the complainant does not come present on 03.06.2019 as well, then, it shall be presumed that he is not ready and willing to perform his part of contract and thereafter, the earnest money shall stand forfeited. A copy of the legal Notice dated 17.05.2019 is attached herewith as Annexure P/4.

4. On 03.06.2019, the petitioners have again went to the office of Sub Registrar for execution of sale deed but the complainant did not come present again. Thereafter, the petitioner and his wife executed an affidavit and remained present for execution of sale deed. A true translated copy of the affidavit dated 03.06.2019 is attached as Annexure P/5.

5. It is relevant to mention that on the same day i.e. 03.06.2019, the FIR in question i.e. FIR No.122 under Section 420, 120-B of IPC was registered against the petitioners alongwith some other person.

**Contentions****On behalf of the petitioners**

6. Learned counsel for the petitioners contends that the alleged transaction which the complainant stated in the FIR is without any document and proof. Indeed the complainant could not perform his part of agreement to sell dated 05.03.2019 as a result of which the present FIR was got registered just to recover the amount of agreement to sell for which the only remedy is to file the civil suit. It is further contended that though complainant himself could not perform his part of agreement to sell still the petitioners are ready to execute sale deed in favour of the complainant without forfeiting any amount. In this respect the petitioners has executed a special affidavit dated 15.07.2019 (Annexure P-7) to this effect, wherein she is ready to execute the sale deed in favour of the complainant, which shows that they do not have any ill will or any intention to deceive the complainant. It is further argued that the petitioners had already filed a civil suit against the complainant for mandatory injunction directing him to get executed and register the sale deed as per agreement to sell dated 05.03.2019.

**On behalf of State/respondent No.2**

7. Learned State counsel, duly assisted by learned counsel for respondent No.2, opposes the relief sought in the present petition, contending that the case involves a meticulously orchestrated fraud and criminal conspiracy in which the petitioners along with multiple co-accused, played an active role. The complaint lodged by respondent No.2 contains serious allegations of cheating and criminal breach of trust, whereby the complainant was fraudulently induced to part with a substantial sum of

₹45,00,000/- on the false pretext of securing Canadian immigration and sponsorship for his son, Sagar Tiwari.

8. It is submitted that the complaint was duly registered under No. 717PC-8/19 dated 09.04.2019 and was forwarded to the Superintendent of Police (Investigation), Faridkot for preliminary enquiry. During the course of enquiry, notices were issued to all concerned parties, including the petitioner, on various dates, namely 01.05.2019, 08.05.2019, 13.05.2019, and 21.05.2019. However, despite service, the petitioner and other accused persons failed to join the enquiry proceedings.

9. The enquiry report conclusively revealed that co-accused Gurmeet Singh @ Jaggi was the mastermind behind the conspiracy, and the petitioner, Charanjit Kaur, actively participated in the execution of the fraudulent scheme.

10. In view of the above, learned State counsel submits that the present petition is devoid of merit and deserves to be dismissed outright, as the investigation has clearly brought on record the petitioner's active and direct involvement in a high-value economic offence, stemming from a deliberate and well-coordinated criminal conspiracy.

11. Heard, learned counsel for the respective parties at length.

### **Discussions**

12. This Court after meticulously perusing the record at hand would now test the argument of petitioners within the four corners of question that whether offence under Sections 420 read with Section 120-B is made out against them and whether continuation of proceedings in the instant FIR would be an abuse of process of law.

13. The essential ingredients as enunciated vide Section 420 of IPC for cheating and dishonestly inducing delivery of property would read as under: -

- i) A person must commit the offence of cheating under Section 415; and*
- ii) The person cheated must be dishonestly induced to*
  - (a) deliver property to any person; or*
  - (b) make, alter or destroy valuable security or anything signed or sealed and capable of being converted into valuable security.*

A plain reading of Section 420 would crystallize that definition of cheating has been derived from Section 415 and as such it would be appetite to have a glance on both the provisions collectively, accordingly, the same is recorded hereinbelow:-

*“420. Cheating and dishonestly inducing delivery of property.—Whoever cheats and thereby dishonestly induces the person deceived to deliver any property to any person, or to make, alter or destroy the whole or any part of a valuable security, or anything which is signed or sealed, and which is capable of being converted into a valuable security, shall be punished with imprisonment of either description for a term which may extend to seven years, and shall also be liable to fine.”*

*“415. Cheating.—Whoever, by deceiving any person, fraudulently or dishonestly induces the person so deceived to deliver any property to any person, or to consent that any person shall retain any property, or intentionally induces the person so deceived to do or omit to do anything which he would not do or omit if he were not so deceived, and which act or omission causes or is likely to cause damage or harm to that person in body, mind, reputation or property, is said to “cheat”.  
Explanation.—A dishonest concealment of facts is a deception within the meaning of this section.”*

14. It is after collective reading of above ingredients of constituting the offence of cheating, the observations were also formed by the Apex Court in 'SW Pala Nitkar versus State of Bihar-2002 SCC (Cri.) 129' as:-

*“(i) there should be fraudulent or dishonest inducement of a person by deceiving him;*

*(ii) (a) the person so deceived should be induced to deliver any property to any person, or to consent that any person shall retain any property; or (b) the person so deceived should be intentionally induced to do or omit to do anything which he would not do or omit if he were not so deceived; and*

*(iii) in cases covered by (ii) (b), the act of omission should be one which causes or is likely to cause damage or harm to the person induced in body, mind, reputation or property.”*

15. Another issue of prime importance relates to the power of the High Court in exercising its inherent jurisdiction under Section 482 Cr.P.C.

16. In this regard, it would be apt to quote the celebrated decision of Supreme Court in *State of Haryana v. Bhajan Lal 1992 Supp (1) SCC 335*, wherein the scope of the High Court powers under Section 482 Cr.P.C. and/or Article 226 of the Constitution of India to quash the FIR was considered and while referring to several judicial precedents, categorized the nature of cases, reproduced below, wherein the High Court can exercise its inherent powers under Section 482 CrPC either to prevent abuse of the process of the court, or otherwise, to secure the ends of justice:-

*(1) Where the allegations made in the first information report or the complaint, even if they are taken at their face value and accepted in their entirety do not prima facie constitute any offence or make out a case against the accused.*

*(2) Where the allegations in the first information report and other materials, if any, accompanying the FIR do not disclose a cognizable offence, justifying an investigation by police officers under Section 156(1) of the Code except under an order of a Magistrate within the purview of Section 155(2) of the Code.*

*(3) Where the uncontroverted allegations made in the FIR or complaint and the evidence collected in support of the same do not disclose the commission of any offence and make out a case against the accused.*

*(4) Where, the allegations in the FIR do not constitute a cognizable offence but constitute only a non-cognizable offence, no investigation is permitted by a police officer without an order of a Magistrate as contemplated under Section 155(2) of the Code.*

*(5) Where the allegations made in the FIR or complaint are so absurd and inherently improbable on the basis of which no prudent person can ever reach a just conclusion that there is sufficient ground for proceeding against the accused.*

*(6) Where there is an express legal bar engrafted in any of the provisions of the Code or the concerned Act (under which a criminal proceeding is instituted) to the institution and continuance of the proceedings and/or where there is a specific provision in the Code or the concerned Act, providing efficacious redress for the grievance of the aggrieved party.*

*(7) Where a criminal proceeding is manifestly attended with mala fide and/or where the proceeding is maliciously instituted with an ulterior motive for wreaking vengeance on the accused and with a view to spite him due to private and personal grudge.*

17. Coming back to the case in hand, the present dispute arises out of an alleged breach of contract pertaining to an Agreement to Sell dated 05.03.2019, which is essentially civil in nature. An agreement to sell as per

Section 4 of the Transfer of Property Act, 1882 is defined as a contract to sell or to transfer property at a future date. This type of agreement does not transfer ownership immediately but creates an obligation to do so in the near future.

The instant FIR appears to have been registered by the complainant primarily to exert pressure for recovery of the amount involved in the said agreement, despite the fact that, as contended, the complainant himself failed to perform his part of the contractual obligations. Therefore, it is prima facie evident that the civil dispute is given a criminal colour by falsely implicating the petitioner.

18. The petitioners have demonstrated their *bona fide* by expressing willingness to execute the sale deed in favour of the complainant, without insisting upon forfeiture of any amount, and have further affirmed their intention through an affidavit dated 15.07.2019 (Annexure P-7). Additionally, the petitioners have already initiated civil proceedings against the complainant seeking mandatory injunction for execution and registration of the sale deed as per the agreement.

### **Decision**

19. Hence in the instant FIR, it is clearly evident that ingredients of Section 420 have not been fulfilled to implicate the petitioner in the instant case, wherein his bona fide stands proved vide affidavit dated 15.07.2019 and rather it is the respondent, who has not performed his part and to camouflage his *mala fide* have falsely roped the petitioner in the instant FIR, therefore, the same deserves to be quashed failing which it would definitely tantamount to an abuse of process of law, as no offence under Sections 420, 120-B of IPC is made out.

20. In the light of above, the FIR No. 122 dated 03.06.2019 under Sections 420,120-B of IPC, registered at Police Station City Faridkot, District Faridkot with all subsequent proceedings arising therefrom, is hereby quashed qua the petitioners.

21. The present petition is allowed in the aforesaid terms.

22. Pending application(s), if any shall disposed off, accordingly.

(SANDEEP MOUDGIL)  
JUDGE

08.07.2025

*Meenu (v)*

<i>Whether speaking/reasoned</i>	<i>Yes/No</i>
<i>Whether reportable</i>	<i>Yes/No</i>