



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

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**CRM-M-40363-2019 (O&M)
Reserved on: 03.02.2026
Pronounced on : 30.04.2026**

DALBIR SINGH**.....Petitioner**

Versus

ROHTASH AND ANOTHER**...Respondents****CORAM: HON'BLE MR. JUSTICE SUBHAS MEHLA**

Present: Mr. R.S. Chahal, Advocate
for the applicant-petitioner.

Mr. Rajnikant Upadhyay, Advocate
for respondent No.1.

Mr. Karan Veer Singh, Sr. DAG, Haryana.

SUBHAS MEHLA, J. (Oral)

1. The present petition has been filed under section 482 Cr.P.C for quashing of Criminal Complaint No COMI/294/2014 dated 17.12.2013 instituted on 18.12.13/24.12.13 titled "Rohtash v/s Dalbir Singh" filed under Sections 420, 467, 468, 471 IPC (Annexure P-3) pending in the Court of Judicial Magistrate 1st Class, Sonapat as well as summoning order dated 14.06.2017 (Annexure P-4) and order dated 14.08.2019 passed by Revisional court, Sonapat (Annexure P-5) and further proceedings taken thereon.

2. Brief facts of the case are that the father of the complainant being owner in possession of the agricultural land measuring 31 kanal 12 marlas, agreed to sell the same to the petitioner for a consideration of Rs



4,20,000/- per acre and in this regard, an agreement to sell was signed on 12.08.2005 in the presence of witnesses. Earnest money amounting to Rs.1,66,000/- was also paid to the complainant's father and date of execution of sale deed was fixed on or before 31.03.2006. The petitioner failed to perform his part for execution of sale deed in favour complainant's father and with the intervention of respectable persons, the said agreement to sell was cancelled on 12.09.2006 and petitioner received Rs.3,20,000/- double the amount of the earnest money after deducting expenses of Rs.12,000/- and in this regard, a compromise and receipt were duly prepared on the back of the previous agreement dated 12.08.2005. At the time of preparation of cancellation deed the petitioner represented that he was returning the original agreement to sell and receipt and on the back of the same, the cancellation deed was being prepared. In this way, the previous agreement dated 12.08.2005 was cancelled and compromise was written and executed in the presence of witnesses. Despite above said cancellation deed, the petitioner filed a civil suit for specific performance of contract dated 12.08.2005. During evidence, the petitioner (plaintiff) produced the original agreement to sell dated 12.08.2005 by saying that original agreement and receipt were still in his possession and he never cancelled said agreement to sell. In this manner petitioner defrauded the complainant and his father.

3. Learned counsel for the petitioner contended that Munshi Ram, the father of the complainant cheated the petitioner and failed to perform his obligations inspite of legal notices dated 01.04.2008 &



03.05.2008 and with *mala fide* intention chooses to remain absent on the scheduled dates before the Sub Registrar. Petitioner filed police complaints as well as Civil Suit no 232 of 2008 for possession by way of specific performance on the basis of agreement to sell dated 12.08.2005. He contended that legal notices were issued by the petitioner regarding execution of agreement to sell dated 12.08.2005 and the same were duly received by Munshi Ram, the father of the complainant but he did not file any reply to such legal notices and sold the same to one Satpal Singh and Ram Parkash at higher prices with intention to defraud the petitioner. Learned counsel for the petitioner contended that complainant is taking contrary stand i.e. on one side he is denying the fact of entering into agreement to sell by his father by contending that such agreement to sell was created on the thumb impressions obtained on blank papers by one Raj Singh who acted as mediator for a deal of excavation of earth from his fields in collusion with the petitioner and on other side he is claiming the matter, qua agreement to sell, be settled by way of compromise. During trial in Civil Suit, the petitioner produced the original agreement to sell dated 12.08.2005 as Ex P1 and duly proved the same by examining Narinder Singh, Stamp Vendor as PW2, Satbir Verma, Typist as PW3, Rainder Singh, Notary Public as PW4, Rajesh, Attesting Witness as PW7 besides being examined himself as PW1. He further contended that during trial of civil suit, neither any issue regarding the genuineness of the alleged compromise and the receipt was framed as the petitioner while appearing specifically denied his signature on the alleged



compromise and the receipt nor any handwriting expert was examined to prove the signatures of the petitioner on alleged fabricated agreement to sell.

He further contended that complainant has no *locus standi* to file the present complaint as he is neither a signatory to alleged agreement to sell nor to the compromise arrived at between the petitioner and the complainant. Moreover, neither any complaint has been filed to the police nor before the Civil Court during trial under section 195 read with Section 340 Cr.P.C by the father of the complainant. Taking on cognizance of the alleged offence is barred by virtue of section 195 Cr.P.C. Thus, petitioner has been wrongly summoned to face trial for commission of alleged offences punishable under Sections 420, 467, 468 and 471 IPC, 1860, vide order dated 14.08.2017 by learned Judicial Magistrate Ist Class, Sonapat which is liable to be set aside as the same has been passed without application of judicial mind in an illegal and erroneous manner.

4. Learned counsel for the respondent No.1/complainant contended that the father of the complainant namely Munshi Ram entered into an agreement to sell dated 12.08.2005 with the accused/petitioner regarding sale of agricultural land measuring 31 K-12 M and the sale consideration was fixed as Rs. 4,20,000/- per acre and an earnest money of Rs. 1,66,000/- was paid by the petitioner/accused to the father of complainant and date of execution of sale deed was fixed on or before 31.03.2006. The petitioner failed to execute sale deed in his favour,



however, a compromise was arrived at with the intervention of respectable persons, ensuing which the above said agreement to sell was cancelled on 12.09.2006 and the petitioner received Rs. 3,20,000/- i.e double the amount of the earnest money after deducting expenses of Rs. 12,000/- and in this regard a compromise and receipt were duly prepared on the back of the agreement dated 12.08.2005. In this way the agreement to sell was cancelled and compromise was written and executed in the presence of witnesses. It is further contended that despite the above said cancellation deed, the accused-petitioner filed a civil suit no. 232-2008 dated 14.06.2008 for specific performance of contract dated 12.08.2005. During evidence in that Civil Suit, the accused-petitioner (Plaintiff) produced the original agreement to sell and receipt dated 12.08.2005 by saying that the original agreement and receipt were still in his possession and he never cancelled the said agreement to sell. On the other hand, at the time of preparation of the original cancellation deed the accused-petitioner represented that he was returning the original agreement to sell and receipt and on the back of the same the cancellation deed was being prepared in the presence of witnesses. That in its evidence, the father of complainant produced that agreement to sell and receipt on back which the cancellation deed was written and the same produced before the learned Civil Court as original and after analysing the evidence of both the parties, the learned trial Court in that civil suit reached to a conclusion vide its Judgment dated 29.10.2013 that agreement to sell produced by complainant's father in the civil court was



not the original one rather it was scanned copy of the original. Learned trial court observed that before scanning, special adhesives on the original agreement were concealed and some old looking adhesives removed from some other documents, were thereafter pasted on the scanned copies for giving the look of original. Thereafter the signatures of the stamp vendor were forged across the said adhesives. Thumb impressions of the vendor were also forged. Learned Additional Civil Judge (Senior Division), Sonapat vide its judgment dated 29.10.2013 dismissed the suit filed by the petitioner with the aforesaid findings. Moreover, the appeal filed by the petitioner assailing the judgment dated 29.10.2013 has also been dismissed by learned Additional District Judge, Sonapat vide its judgment dated 28.03.2018. Thus, accused-petitioner has played a fraud with the complainant and his father by supplying the coloured scanned copies of agreement to sell and receipt dated 12.08.2005 representing it as original knowing well that said documents were not original and relying on the assurance of accused at said documents were original, the father of complainant paid the amount of Rs. 3,20,000/- to the accused-petitioner and later on the accused used the said original documents before the Court knowing well that the said documents produced before the Court knowing well that said document was already cancelled and used those document as genuine and sought specific performance of said already cancelled document by filing the civil suit. It is further contended that agreement to sell was never executed and father of the complainant only signed/thumb marked an



agreement for lifting the earth from his fields but the accused prepared a false agreement to sell and grabbed the double amount on the basis of forged agreement to sell. Accused-petitioner has also concealed the fact of cancellation of agreement from the Civil Court and again tried to cheat the complainant by wrongful gain and also played a fraud with the Civil Court.

5. Heard and record perused.

6. Allegations levelled against the petitioner are that he got written the cancellation deed on forged agreement to sell by representing it to be the original agreement and later on filed suit for specific performance in a Civil Court on the basis of original agreement to sell by concealing the facts of cancellation of agreement to sell and receipt vide which he received approximately double the amount of earnest money.

7. Petitioner had instituted a suit for specific performance of the agreement to sell, in the Court of Additional Civil Judge (Senior Division), Sonipat, which was dismissed vide judgment and order dated 29/10/2013, with the findings as given below:

“13. However, on the basis of foregoing discussions, this Court has come to the conclusion that the defendant, placing on record scanned copies, which have been made to look like original of the original agreement and receipt in dispute; has successfully proved the probability that these copies were supplied to him by the vendee on the pretext of returning originals after receiving double the amount of the earnest money. Therefore the contract has already been rescinded by both the parties and there can be no specific performance of a contract which has already been rescinded by the parties. Findings of this



Court on this issue are absolutely returned against the plaintiff and in favour of the defendants”

Further, petitioner assailed the aforesaid judgment by way of preferring a Civil Appeal before the Court of Additional District Judge, Sonapat but the same was also dismissed by the learned Appellate Court vide judgment dated 28.03.2018 while upholding the findings and judgment of the learned trial Court.

8. Contentions of the learned counsel for the petitioner are mainly twofold:

A) Complaint has no *locus standi* to file present complaint.

B) Taking of cognizance by the learned Magistrate, is barred by virtue of section 195 read with section 340 of Cr.P.C.

9. The contentions raised by learned counsel for the petitioner that the complainant lacks *locus standi* to institute the present complaint is found to be devoid of merit. Though it is not disputed that the agreement to sell and the alleged compromise were executed between the petitioner and the father of the complainant, the allegations in the complaint, when taken at their face value, clearly disclose that the acts attributed to the petitioner have a direct bearing on the rights and interests of the complainant as a legal heir and the affected party. The gravamen of the allegations is not confined merely to enforcement of a contractual obligation but extends to the commission of cognizable offences including cheating and forgery, which are offences against society at large. It is well settled that in criminal jurisprudence, any person who is



aggrieved or has knowledge of the commission of an offence can set the criminal law in motion. Therefore, merely because the complainant was not a signatory to the agreement in question would not render the complaint non-maintainable, particularly when the allegations disclose that he has been directly prejudiced by the alleged acts of the petitioner. Accordingly, the objection regarding locus standi raised by the petitioner is not sustainable.

Reliance in this regard can be placed upon the judgments of the Hon'ble Supreme Court in ***A.R. Antulay v. Ramdas Srinivas Nayak*** (1984)2 SCC 500; ***Sheonandan Paswan v. State of Bihar*** AIR 1987 SUPREME COURT 877, wherein it has been consistently held that any person can set the criminal law into motion and the issue of *locus standi* is of limited relevance in criminal proceedings unless expressly barred by statute. Hon'ble Apex court in "**Sheo Nandan Paswan v. State of Bihar and others**" AIR 1987 SUPREME COURT 877, held that

" It is now settled law that a criminal proceeding is not a proceeding for vindication of a private grievance but it is a proceeding initiated for the purpose of punishment to the offender in the interest of the society. It is for maintaining stability and orderliness in the society that certain acts are constituted offences and the right is given to any citizen to set the machinery of the criminal law in motion for the purpose of bringing the offender to book. It is for this reason that in ***A.R. Antulay v. R.S. Nayak***, (1984)2 SCC 500, this Court pointed out that "punishment of the offender in the interests of the society being one of the objects behind penal statute enacted for larger good of society the right to initiate proceedings cannot be whittled down, circumscribed or fettered by putting it into a strait jacket formula of *locus standi*". This



Court observed that *locus standi* of the complainant is a concept foreign to criminal jurisprudence.”

10. Another contention advanced on behalf of the petitioner that the present complaint is hit by the embargo contained in Section 195 read with Section 340 Cr.P.C. is wholly untenable and deserves outright rejection. A careful reading of the averments made in the complaint unmistakably reveals that the substratum of the allegations pertains to the fabrication and forgery of the agreement to sell and the consequential acts of cheating, which are stated to have been committed much prior to the institution of the civil proceedings and entirely de hors the precincts of the Court. The document in question, therefore, cannot be said to have been forged while in *custodia legis* or during the pendency of judicial proceedings so as to attract the statutory bar engrafted under Section 195 Cr.P.C. In respect of present factual matrix, the agreement to sell was entered into on 12.08.2005 and the same was cancelled on 12.09.2006. However, suit for specific performance of contract was instituted in year 2008, thus at the time of forgery and fabrication of the cancellation deed, the same was not in *custodia legis*.

10.1 It is trite law that the prohibition contemplated under Section 195 Cr.P.C. is of a limited amplitude and is attracted only in circumstances where the offence alleged is committed with respect to a document after it has been produced or given in evidence in a court of law, or when such offence has a direct nexus with proceedings in Court. Where, however, the act of forgery precedes the production of the



document in Court, the said provision does not interdict the institution of a complaint by a private party. The distinction between a document forged prior to its production in Court and one fabricated during the course of judicial proceedings is no longer *res integra*, having been authoritatively settled by the Hon'ble Supreme Court in "**Iqbal Singh Marwah & Anr. V. Meenakshi Marwah & Anr.**" AIR 2005 SC 2119, wherein it has been held that in cases where a document is forged outside the Court and is subsequently produced in evidence, the bar under Section 195 Cr.P.C. would not operate. Hon'ble Apex Court in **Iqbal Singh Marwah & Anr. (supra)** held as under:

"25. In view of the discussion made above, *we are of the opinion that Sachida Nand Singh has been correctly decided and the view taken therein is the correct view. Section 195(1)(b)(ii) Criminal Procedure Code would be attracted only when the offences enumerated in the said provision have been committed with respect to a document after it has been produced or given in evidence in a proceeding in any Court i.e. during the time when the document was in custodia legis.*"

11. Learned Judicial magistrate while passing the impugned summoning order, has considered preliminary evidences examined by the complainant in support of his complaint, in which he has examined his father as CW1, himself as CW2 and Rattan Singh, who was a signatory to the compromise, arrived at in a Panchayat, in which earnest money was returned to the petitioner and cancellation deed was prepared, as CW3. A perusal of the impugned summoning order demonstrates that the learned Judicial Magistrate has passed the same upon a due and



conscious application of judicial mind to the facts and material available on record. Perusal of record shows that a *prima facie* case is made out against the petitioner.

11.1 In the case of ***Sonu Gupta v. Deepak Gupta and others 2015 (2) RCR (Criminal) 32***, a three Judges Bench of the Hon'ble Supreme Court of India held that at the stage of cognizance and summoning, the Magistrate was required to apply his judicial mind only with a view to take cognizance of the offence or, in other words, to find out whether a *prima facie* case has been made out for summoning the accused persons or not. It was held that at this stage, the Magistrate is not required to consider the defence version or materials or arguments nor he is required to evaluate the merits of the materials or evidence of the complainant because the Magistrate must not undertake the exercise to find out at this stage whether the materials will lead to conviction or not. In this case, the summoning order was upheld by the Hon'ble Apex Court. The relevant findings are as under:-

"7. Having considered the details of allegations made in the complaint petition, the statement of the complainant on solemn affirmation as well as materials on which the appellant placed reliance which were called for by the learned Magistrate, the learned Magistrate, ***in our considered opinion, committed*** no error in summoning the accused persons. At the stage of cognizance and summoning the Magistrate is required to apply his judicial mind only with a view to take cognizance of the offence, or, in other words, to find out whether *prima facie* case has been made out for summoning the accused persons. At this stage, the learned Magistrate is not required to consider the defence version or materials or arguments nor he is required to



evaluate the merits of the materials or evidence of the complainant, because the Magistrate must not undertake the exercise to find out at this stage whether the materials will lead to conviction or not.”

In the case of *Sau Kamal Shivaji Pokarnekar v. State of Maharashtra & Ors. 2019 (2) RCR (Criminal) 38* also, a similar view was taken. The Hon'ble Supreme Court held as under:-

"4. The only point that arises for our consideration in this case is whether the High Court was right in setting aside the order by which process was issued. It is settled law that the Magistrate, at the stage of taking cognizance and summoning, is required to apply his judicial mind only with a view to taking cognizance of the offence, or in other words, to find out whether a prima facie case has been made out for summoning the accused persons. The learned Magistrate is not required to evaluate the merits of the material or evidence in support of the complaint, because the Magistrate must not undertake the exercise to find out whether the materials would lead to a conviction or not *Sonu Gupta v. Deepak Gupta and Ors. 2015(2) RCR (Criminal)*."

12. In view of the foregoing discussion, this Court finds no ground to invoke its inherent jurisdiction under Section 482 Cr.P.C. It is well settled that the inherent powers of the High Court are to be exercised sparingly, with circumspection, and only in rare cases, to prevent abuse of the process of law or to secure the ends of justice. The present case does not fall within any of the well-recognized parameters warranting interference, inasmuch as the allegations contained in the complaint, supported by preliminary evidence, disclose the commission of cognizable offences and require adjudication upon appreciation of evidence at trial. Interference at this nascent stage would amount to



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stifling a legitimate prosecution. The petitioner has failed to demonstrate any patent illegality, perversity, or miscarriage of justice in the impugned proceedings so as to justify exercise of inherent powers. Consequently, the present petition, being devoid of merit, is hereby **dismissed**.

13. Pending applications, if any, also stands disposed of.

(SUBHAS MEHLA)
JUDGE

Pronounced on: 30.04.2026

Sonia Puri

Whether Speaking/Reasoned: YES/NO
Whether Reportable: YES/NO