

Jaswant Rai Jain Vs Surinder Pal Singh Bhuttal and Another

Court: High Court Of Punjab And Haryana At Chandigarh

Date of Decision: Sept. 24, 1997

Acts Referred: Civil Procedure Code, 1908 (CPC) â€” Section 115
Penal Code, 1860 (IPC) â€” Section 463, 467, 471

Citation: (1998) 1 CivCC 546 : (1997) 117 PLR 678 : (1998) 1 RCR(Civil) 325

Hon'ble Judges: H.S. Brar, J

Bench: Single Bench

Advocate: J.S. Wassu and D.D. Verma, Jaswant Rai Jain, Party in Person, for the Appellant; Anand Chibber, for the Respondent

Judgement

H.S. Brar, J.

Jaswant Rai Jain had invoked the jurisdiction of the High Court by filing Civil Revision, registered as Civil Revision No. 3606

of 1996, u/s 115 of the Code of Civil Procedure, 1908, challenging the order dated 23.8.1996 passed by Tejwinder Singh, Rent Controller,

Chandigarh whereby the objections filed by Jaswant Rai Jain, against the execution application filed by Surinder Singh Bhuttal, were dismissed.

2. Civil Revision filed by Jaswant Rai Jain was dismissed vide my judgment dated 15.3.1997. Reported as Jaswant Rai Jain Vs. Surinderpal Singh

Bhuttal and Another, Jaswant Rai Jain filed SLP bearing No. 6864 of 1997 in the Supreme Court of India which came up for hearing on 4.4.1997

Reported as (1997) 116 (2) PLR 388 (SC) and the same was dismissed by the Supreme Court with the following directions:-

We find from the judgment of the High Court (pages 18 and 27 of the printed paper book) that the High Court has come to the conclusion that

the lease deeds produced by the petitioner have been fabricated. In the light of the clear finding on that score, the High Court should have ordered

prosecution. We direct that the High Court will take immediate steps in that behalf. We also make it clear that all steps for expeditious execution of

the decree will be taken.

3. After hearing the learned counsel for the parties and the perusal of the various documents and other record available on the file, it was held by

me as under:-

From these documents it is further proved that the alleged lease deed dated 1.11.1979 which has been produced by the petitioner and which is

placed at page No. 167 of the record of the trial Court is made up and fabricated. It is clearly proved from the letter dated 18.10.79 addressed by

I.T.B.P. to Brig. Gurkirpal Singh, father of the decree-holder that the premises in question was on lease with ITBP till 30.11.79 when its

possession was delivered to the decree-holder through his father Brig. Gurkirpal Singh. The fakeness of the alleged lease deed dated 1.11.79

produced by the petitioner is further strengthened by the fact that this lease deed could not obviously be executed on 1.11.79 between the

petitioner and Brig. Gurkirpal Singh father and attorney of the decree-holder Col. Surinder Pal Singh when the possession of the premises in

question is proved from the documents mentioned above with ITBP till 30.11.79. I have compared the alleged signatures of Brig. Gurkirpal Singh

on the alleged lease agreement dated 1.11.79 with the signatures of Brig. Gurkirpal Singh on the document placed at page No. 239 of the record

of the executing Court and as described above vide which handing/taking over of Kothi No. 1013, Sector 27-B, Chandigarh, took place between

the lessee, ITBP and the lessor Brig. Gurkirpal Singh. Even when seen with a naked eye the signatures on the alleged lease deed dated 1.11.79

and the signatures on the document vide which handing/taking over of Kothi No. 1013, Sector 27-B, Chandigarh took place between ITBP and

Brig. Gurkirpal Singh are not of the one and the same person. Authenticity of the letter dated 18.10.79 referred to above and the document of

handing/taking over of Kothi No. 1013, Sector 27-B, Chandigarh referred to above is not in doubt and remained un-challenged before the

executing Court as well as before this Court. Thus, the signatures of Brig. Gurkirpal Singh when he signed as a lessor at the time of taking over the

possession of Kothi No. 1013, Sector 27-B, Chandigarh shall be taken as the authentic and genuine signatures of Brig. Gurkirpal Singh. All this

evidence clearly shows that signatures of Brig. Gurkirpal Singh have been fabricated on the alleged lease deed dated 1.11.1979 produced by the

petitioner.

The hollowness of the claim of the petitioner is further proved from a letter dated 4.7.88 which he has himself placed on the file and is found at

page 147 of the record of the executing Court. The opening lines of this letter written by Brig. Gurkirpal Singh to Jaswant Rai Jain about the

contract of lease of the house which was started on 1st of November, 1987. It is further written in the letter that the rent for the period from 1st

November be sent by a draft at an early date. Reference of Rakesh Jain, Judgment-Debtor also comes in this letter. It would be better if the letter

is reproduced in extenso :

Brigadier Gurkirpal Singh (Retd.)

V & PO Bhanohar

Distt. Ludhiana

4.7.88

My dear Jaswant Rai Jee,

Sat Siri Akal,

The present contract for the lease was started on 1st Nov., 87 I have not received a penny of rent for this period so far. I had written to you earlier

but was informed that you were abroad.

I then received a letter from you in early April that the rent will be dispatched by the end of the month. I.... for the draft for a couple of months and

had gone to Calcutta for an operation to my eye and for a medical check up. I returned from Calcutta about a week back after all the medical

formalities and a cataract operation to the second eye.

In the meantime, I received a letter from Rakesh some time I think in June informing me that you are back from abroad and I could come and

discuss.

I am writing this to inform you that atleast for a fortnight or so I am not allowed to move about too much. I would however come later.

Would you kindly see that rent for the period from 1st Nov. is sent by a draft at an early date. I just cannot enquire the reason for this delay. I will

however come and discuss later whatever you wish to discuss.

With regards,

Yours sincerely,

Sd/-

Sh. Jaswant Rai Jain,

1013, Sector 27-B.

This letter establishes one fact that the contract of lease regarding the house in question was made vide agreement of licence dated 1.11.1987 and

this agreement of licence has been produced by the Decree-Holder on the file of the executing Court at, page No. 247 and this agreement of

licence dated 1.11.87 has been entered into by Brig. Gurkirpal Singh with Rakesh Kumar son of the petitioner. On the other hand, the petitioner

has not produced any agreement of licence/lease etc. dated 1,11.1987, instead he has produced a lease agreement dated 3.8.1987 entered into

with Brig. Gurkirpal Singh the father of the decree-holder. Read with his own letter, referred to above, at page No. 147 of the record of the,

executing Court and the agreement of licence dated 1.11.87 produced by the decree-holder which is at page No. 247 of the record of the

executing Court and which has been referred to in the letter dated 4.7.88 addressed to the petitioner (the letter which has been produced by the

petitioner himself in the executing Court) it shows that this so-called lease agreement dated 3.8.87 has been manufactured after the death of Brig.

Gurkirpal Singh and after the son of the petitioner Rakesh Kumar Jain lost his case upto the Supreme Court. I think that no further evidence is

needed to be referred to for holding that the petitioner has prepared false lease agreements after his son Rakesh Kumar lost the case from the

Decree Holder upto the Supreme Court. It is further inferred from all this that the petitioner in order to manufacture this evidence has tried to make

use of the letter written to him in confidence by Brig. Gurkirpal Singh only to ask for the rent of the house from the father of the "" Judgment Debtor

but still false-hood has no legs to stand. As referred to above, it has been roved from the petitioner"s own evidence which has , placed on the file

of the executing court that he has only tried to prepare the false documents by affixing the name of the Birg. Gurkirpal Singh on some lease

agreements by which the petitioner is alleged to have been shown as a tenant. The authenticity of agreement of licence dated 1.11.87 cannot be

doubted and it remains unchallenged. The reference of this lease dated 1.11.87 is rather found in the letter in possession of the petitioner himself, as

discussed above. Even the signatures on the agreement for licence dated 1.11.87 produced by the decree holder and the signatures on the alleged

lease deed dated 3.8.87 differ a lot. It shows that the petitioner has tried to manufacture the signatures of Brig. Gurkirpal Singh on the document

dated 3.8.87 and this agreement alongwith the other documents which he has produced on the file of the executing Court saw the light of the day

only after the petitioner"s son lost his case up to the Supreme Court.

As discussed above, even from the naked eye it seems that the signatures of Brig. Gurkirpal Singh on the alleged lease deeds produced by the

petitioner have been fabricated. It is unfortunate that Brig. Gurkirpal Singh is no more as he has died before objection petition was filed by the

petitioner before the executing Court and the petitioner has tried to make use of his absence in order to manufacture the alleged lease deeds and to

delay the delivery of possession of the demised premises to the decree holder who has won his case up to the Supreme Court.

4. For the aforesaid reasons, it is expedient in the interest of justice that Jaswant Rai Jain be prosecuted for the offences committed by him under

Sections 463, 467 and 471 of the Indian Penal Code. The Registrar of this Court, is directed to lodge a written complaint against Jaswant Rai Jain

before the competent Court having jurisdiction to try the aforesaid offences at Chandigarh.

5. The record of this; revisional Court as well as the Executing Court is also sent to the Registrar.