

**Rambha Devi Vs. State of Jharkhand and Anr**

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**Court :** Jharkhand

**Decided On :** Feb-19-2016

**Appellant :** Rambha Devi

**Respondent :** State of Jharkhand and Anr

**Advocate for Pet/Ap. :** Mr. Vishal Kumar Tiwari

**Judgement :**

IN THE HIGH COURT OF JHARKHAND AT RANCHI Criminal Appeal (SJ) No. 245 of 2013 Rambha Devi Wife of Sri Sheo Nath Singh, resident of Gaman Colony, Lakarakhandha, PO & PS -B.S.City, Bokaro Appellant -V e r s u s- 1. The State of Jharkhand 2. Jai Ram Singh, son of Parasnath Singh, resident of New Road Phusro, PO & PS Bermo, District- Bokaro ... Respondents CORAM: HONBLE MR. JUSTICE RAVI NATH VERMA For the Appellant : M/s. Vishal Kumar Tiwary & Pravin Kumar, Adv. For the State : Ms. Richa Sanchita For respondent no.2- Mr. Santosh Kumar, A.P.P. ----- PRONOUNCED ON- 19/02/2016 By Court: The sole appellant Rambha Devi has questioned the legality of the judgment of acquittal dated 31st January, 2013 passed by the learned Sessions Judge, Bokaro in Criminal Appeal no. 138 of 2012 whereby and whereunder the judgment of conviction and order of sentence recorded by S.D.J.M. Bokaro dated 28.06.2012 passed in C.P. Case No. 30 of 1998 (T.R. No. 1538 of 2012) has been set aside and the accused-appellant has been acquitted of the charges.

2. Bereft of unnecessary details of the facts, the short facts, which is based on a complaint filed by the complainant-appellant, is that the complainant and the accused-opposite party no.2 Jai Ram Singh jointly purchased a truck bearing registration no. BPO- 5925 from Ashok Kumar Tiwari for a consideration amount of Rs. 2,70,000/- and out of that amount, the complainant paid Rs. 71,000/- and the rest amount was paid by the accused-opposite party no.2. Accordingly, the R.C. Book was jointly prepared in the name of the two. After purchase, the complainant spent Rs.1,20,000/- on different counts like purchase of tyres and mechanical works and only thereafter a proposal was mooted by the accused in order to deprive the complainants share to sell his share in the said truck and the accused promised to pay the entire amount invested by her in 18 equal installments. Whereafter, a hire purchase agreement dated 06.02.1997 was prepared showing the accused as the owner of the truck and the complainant was shown as a 2 hirer. Even in absence of her husband, the complainant was persuaded to issue 18 blanks cheques in advance as a consideration to the hire purchase agreement but when the husband of the complainant came to know about the steps taken by the accused, he requested him to return the cheques but he was informed that the cheques were issued in terms of Clause 5 of Hire Purchase Agreement. Since then, the complainant paid Rs.1,06,500/- on different dates. The accused on the basis of a forged sale receipt purported to be signed by the complainant dated 09.02.1997 lodged a case against her and her husband bearing Bermo P.C. Case No. 141 of 1997 under Sections 406, 420 and 120B of I.P.C.

3. It appears from the record that in the present complaint case, the charges were framed against the accused-opposite party no.2 under Sections 467, 468 and 420 I.P.C. and the court of S.D.J.M., Bokaro after trial convicted the accused-opposite party no.2 under Section 420 of I.P.C. only and sentenced to undergo rigorous imprisonment for three years with fine of Rs.5,000/- but acquitted the accused of charges under Sections 467 and 468 of the I.P.C. Being aggrieved by the judgment of conviction and order of sentence, the accused-opposite party no.2 preferred an appeal before the Sessions Judge, Bokaro, who by the judgment dated 31.01.2013 acquitted the appellant as indicated above. Hence, an appeal under Section 372 of Cr.P.C. by the complainant.

4. Learned counsel Mr. Vishal Kumar Tiwari appearing for the appellant while assailing the judgment of acquittal and the findings recorded by the appellate court seriously argued that notwithstanding the fact that State had not filed any appeal in the present matter, an appeal has been preferred by the complainant and the court below without considering the evidence on record in right perspective and without appreciating the findings recorded by the trial court wrongly held that there was absolutely no evidence on record to show that the alleged 18 cheques or any of them were used or encashed by the accused-opposite party no.2.

5. Contrary to the aforesaid submissions, the learned counsel appearing for accused-opposite party no.2 forcefully argued that there is absolutely no evidence on record to show that any amount or payment was encashed or ever made to the accused or the alleged cheques were ever encashed or used by the accused. It was also submitted that the scope of interference under Section 372 of Cr.P.C. is very limited.

6. I have gone through both the judgments of the trial court as well as the appellate court and the evidences available on record and find that the charges were framed against the accused-opposite party no.2 under Sections 467, 468 and 420 of the I.P.C. but the trial court acquitted the accused of the charges under Sections 467 and 468 of I.P.C. on the ground that the complainant failed to bring on record any document to establish that the accused used the forged papers to obtain the ownership exclusively in his own name. The appellate court upon consideration of the evidence acquitted the appellant as noted above.

7. Apparently, there is no documentary evidence on record or in support of the fact that any payment through cheque alleged to be given was ever made. So far as the agreement dated 06.02.1997 is concerned, the same has also not been brought on record. The appellate court in para 8 of the judgment has discussed the evidences and it would be clear that the complainant herself during cross-examination in para 7 has testified that she cannot say as to when and where the agreement was entered and in para 16, she has further testified that she does not remember who were the signatories of the agreement. The R.C. Book placed before the court stands in the joint name of both the parties and no paper issued

by the competent authority has been produced in Court to show that the vehicle in question has been transferred in the sole name of the accused-opposite party no.2. Learned counsel for the appellant has not pointed out any cogent ground to interfere in the impugned judgment of acquittal.

8. The appeal, being devoid of any merit, is, thus, dismissed. (R.N. Verma, J.)  
Ritesh

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