



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

RSA-824-2025(O&M)
Reserved on:28.10.2025
Pronounced on:02.12.2025

Imran Khan

...Appellant

Versus

Jamshed Ahmed (since deceased) through legal representative and Others

...Respondents

CORAM: HON'BLE MR. JUSTICE PARMOD GOYAL

Present: Mr. Ashwani Kumar Chopra, Senior Advocate with
Mr. Sushil Jain, Advocate and
Ms. Ridhima Khindria, Advocate
for appellant.

Mr. Vijay Kumar Jindal, Senior Advocate with
Mr. Vijayveer Singh, Advocate
for respondents.

PARMOD GOYAL, J.

Appellant-defendant is aggrieved by impugned judgment and decree dated 17.02.2018 passed by Civil Judge (Senior Division), Faridabad, whereby suit for possession by way of specific performance of agreement dated 23.01.2010 preferred by respondents-plaintiffs was decreed and appellant-defendant was asked to execute sale deed within two months on receipt of balance sale consideration and by judgment and decree dated 06.02.2025 passed by Additional District Judge, Faridabad vide which appeal preferred by appellant-defendant was also dismissed.

2. Respondents-plaintiffs in their suit for possession by way of specific performance of agreement dated 23.01.2010 had asserted that appellant-defendant being owner of agricultural land measuring 03 kanals 05 marlas, 1/5th



share out of total land measuring 31 kanals 05 marlas, fully described in plaint, situated in Revenue Estate of Village Madalpur, Tehsil and District Faridabad, offered to sell the said land as he wanted to settle in Kuwait and was in need of money. Upon which, parties entered into agreement dated 23.01.2010 and total sale consideration of Rs.1,65,00,000/- was agreed, out of which Rs.1,50,00,000/- was paid as earnest money. It was agreed that in case appellant-defendant fails to execute sale deed, respondents-plaintiffs shall be entitled to get it executed through process of law. Request was made to appellant-defendant to get sale deed executed. Respondent-plaintiff No.1 visited defendant in Kuwait in the month of April, 2011 and again requested to execute sale deed upon which appellant-defendant had assured that he will execute the same as and when he will visit India on the date already fixed in the agreement. On the last date fixed in the agreement, respondents-plaintiffs remained present at the Office of Sub-Registrar, Faridabad with balance consideration, however, appellant-defendant failed to come present. Respondents-plaintiffs accordingly got their presence marked. Thereafter also, respondents-plaintiffs made request to appellant-defendant to execute sale deed and again visited his village in April 2012, however, appellant-defendant kept on delaying the matter. Accordingly, a legal notice dated 25.04.2012 was issued and despite issuance of legal notice, no efforts were made by appellant-defendant to execute the sale deed. Therefore, suit for specific performance was preferred.

3. Appellant-defendant had duly contested the suit by taking number of preliminary objections as regards to maintainability, cause of action, locus standi, estoppel, non-fixation of proper Court fee, mis-joinder of necessary



parties. Appellant-defendant had denied execution of agreement in totality. He claimed that his signatures were obtained by respondents-plaintiffs on blank stamp papers having revenue tickets. It was asserted that appellant-defendant had applied for loan of Rs.5,00,000/- and in lieu of security, signatures on blank papers were obtained by respondents-plaintiffs from appellant-defendant. Agreement was stated to be forged and fabricated. Accordingly, dismissal of suit was prayed for.

4. Following issues were framed:-

- i. *Whether plaintiffs are entitled to seek possession of the land by way of specific performance of the contract/agreement to sell dated 23.01.2010?OPP*
- ii. *Whether plaintiffs are also entitled to seek relief of permanent injunction restraining the defendant from further entering into agreement to sell, negotiating or alienating the suit property?OPP*
- iii. *Whether plaintiffs have no locus standi and cause of action to file the present suit?OPP*
- iv. *Whether suit of the plaintiff is not maintainable in view of preliminary objection no.2 of written statement?OPD*
- v. *Whether the suit of the plaintiffs is bad on account of non-joinder of necessary parties and plaintiffs are estopped by their own act and conduct to file the present suit?OPD*
- vi. *Whether suit of the plaintiffs is not properly valued for the purpose of court fee and jurisdiction?OPD*
- vii. *Relief.*

5. Learned Court of first instance decided issue Nos.1 and 2 in favour of respondents-plaintiffs and against appellant-defendant. Issue nos.3 to 6 were also decided in favour of respondents-plaintiffs and against appellant-defendant.

Accordingly, suit for specific performance was decreed. Appellant-defendant



was directed to execute sale deed after receipt of balance consideration amount within two months. First appeal preferred by appellant-defendant was also dismissed. First Appellate Court had affirmed all the findings recorded by leaned Court of first instance.

6. In present case, signatures on agreement and receipts are not being disputed by appellant-defendant. Case of appellant-defendant is that he had taken a loan of Rs.5,00,000/- and three stamp papers were taken from him. On return of Rs.5,00,000/- taken by appellant-defendant, two of the stamp papers were returned back and one was misused to forge the agreement to sell dated 23.01.2010. From pleadings and evidence of plaintiff it is made out that agreement dated 23.01.2010 (Ex.P/1) was signed by two attesting witnesses, namely J.C. Sharma and Khalil Ahmed. Khalil Ahmed was examined as PW-2, whereas J.C. Sharma appeared for defendant as DW-2. Respondent-plaintiff No.1 had also appeared as PW-1. Both respondents-plaintiff No.1 as well as Khalil Ahmed while appearing as PW-1 and PW-2 had asserted due execution of agreement on payment of Rs.1,50,00,000/- as earnest money to appellant-defendant, whereas J.C.Sharma DW-2, the other attesting witness, who had appeared for appellant-defendant had asserted that respondents-plaintiffs is the money lender and had obtained signatures of appellant-defendant along with signatures on certain blank papers and later converted the same into agreement (Ex.P/1). It is worth noticing that DW-2 had never protested for his signatures taken on alleged blank papers prior to appearing before the Court as DW-2.

7. On consideration, I am in agreement with conclusion drawn by Courts below that it is the evidence of respondents-plaintiffs and that of PW2 (one of



the attesting witnesses), which is more reliable and trustworthy rather than the evidence of appellant-defendant and another attesting witness, namely J.CSharma-DW2.

8. It is also worth noticing that neither appellant-defendant nor DW-2 are denying their signatures on agreement. Once, signatures are admitted the onus to prove that the signatures were taken on blank papers was on the appellant-defendant, which he has failed to discharge. From the evidence of respondents-plaintiffs, it is clearly made out that agreement to sell was duly executed and to wriggle out, appellant-defendant is taking a plea of signatures on blank papers. It is further worth noticing that receipt of legal notice issued by respondents-plaintiffs has not been denied by appellant-defendant specifically. Appellant-defendant had rather referred to the errors in the notice but not replied the same controverting the allegations made therein and asserting that blank papers were converted into agreement to sell. No complaint or FIR was ever lodged by appellant-defendant either before civil authorities or police authorities. Therefore, it is the evidence of PW-2, attesting witness Khalil Ahmed, which has rightly been accepted and relied upon by Courts below than the evidence of DW-2 J.C. Sharma, which appears to be an afterthought. Learned Courts below have also examined Ex.P-1 and found that there is no manipulation in appended signatures or while noting down contents of agreements.

9. Faced with above conclusion, learned counsel for appellant had tried to prove forgery/fraud played by appellant-defendant by referring Ex.D1 and Ex.D2, the signed blank papers dated 23.01.2010 to claim that two blank stamp papers were returned back on receipt of loan amount by the respondents-



plaintiffs and one was misused fraudulently for agreement Ex.D1. However, perusal of the stamp papers goes to show that all the three stamp papers i.e. Ex.D1, Ex.D2, Ex.D3 were issued by stamp vendor, namely Sh. N.K. Kaushik for execution of agreement to sell and all were purchased by none but appellant-defendant. No doubt, N.K. Kaushik had appeared as DW-1 and denied having sold the stamp papers to appellant-defendant, however, he had not denied having endorsed the stamp papers. Therefore, evidence of DW1-N.K. Kaushik has been rightly ignored by learned Courts below specifically when appellant himself is claiming purchase of three stamp papers and producing two of them from his custody. Once, it is proved that it is appellant-defendant who had purchased the stamp papers, the story of appellant-defendant cannot be accepted. Defendant-appellant had failed to explain as to why he had not taken all three stamp papers from respondents-plaintiffs on alleged repayment of loan by him.

10. It is worth noticing that as per case of appellant, the money was paid and stamp papers were returned. When appellant-defendant had purchased three stamp papers and two were returned, it is appellant-defendant, who needs to explain as to why he had not protested against non-return of all the three stamp papers. No protest or legal notice or request was ever made by appellant-defendant to claim all stamp papers. From the conduct of appellant-defendant, it is clearly proved that the story of return of two stamp papers appears to be an afterthought. It is further worth noticing that there are three plaintiffs in present case and all of them are brothers being son of Khurseed Ahmed. Ex.P1 is in favour of all the three brothers jointly. Therefore, argument raised on behalf of



respondents that appellant-defendant had purchased three stamp papers for execution of three agreements in favour of respondents-plaintiffs separately, however, only one agreement was actually executed and two stamp papers remained in possession of appellant-defendant of which appellant-defendant is now trying to take advantage is more plausible in facts of present case. It is worth noticing that it is not only the agreement to sell which has been signed by appellant-defendant but appellant-defendant has also acknowledged receipts (Ex.P2 to Ex.P4) by appending the signatures along with signatures of attesting witness namely DW2-J.C. Sharma. The signatures on Ex.P2 to Ex.P4 have neither been denied nor have been explained either by appellant-defendant or by DW2. Argument raised by learned counsel for appellant that two other receipts are of 20.01.2010 and 22.01.2010 and agreement was allegedly executed on 23.01.2010 creates doubt over due execution of agreement. However, the argument is without any basis, the consideration for an agreement to sale can also be paid in past. It is worth noticing that payment was made on 20.01.2010, 22.01.2010 and 23.01.2010 and on receipt of last payment agreement to sell was entered. There is no legal impleadment in adopting such manner, unless it is shown that no payment was made and receipts were not executed. However, signatures on receipts have not been shown to be forged by appellant-defendant, which goes to prove case of respondents-plaintiffs.

11. Learned Courts have rightly held that respondents-plaintiffs have succeeded in proving that agreement as well as receipts (Ex.P2 to Ex.P4) were duly signed by appellant-defendant as well as attesting witnesses. Stamp paper was purchased by none other than appellant-defendant. The appreciation of



evidence, in the facts and circumstances noted above, by both the Courts below cannot be held to be perverse or having any defect. The appreciation is based upon evidence led by parties. Learned Courts below have rightly concluded readiness and willingness on the part of respondents-plaintiffs and had rightly decreed the suit. Judgments by both the Courts below are based upon appreciation of evidence. No question of law arises in present case. Appeal is dismissed being without any merit.

(PARMOD GOYAL)
JUDGE

02.12.2025
Sunil Chander

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