



RSA-3096-2025 (O&M)

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

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**RSA-3096-2025 (O&M)
Date of Decision : 27.10.2025**

Jaspreet Kaur

....Appellant

VERSUS

Baldev Singh

....Respondent

CORAM : HON'BLE MS. JUSTICE MANDEEP PANNU

Present: Mr. Manish Kumar Singla, Advocate and
Ms. Bhoomika, Advocate for the appellant.

Mr. Nitin Mittoo, Advocate for the respondent.
(through Video Conferencing)

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MANDEEP PANNU, J.

1. The present Regular Second Appeal has been filed by the appellant–defendant assailing the concurrent findings recorded by both the Courts below whereby the learned Additional Civil Judge (Senior Division), Jaitu decreed the suit of the plaintiff vide judgment and decree dated 31.01.2023, and the learned Additional District Judge, Faridkot vide judgment dated 12.05.2025, dismissed the appeal filed by the defendant and affirmed the decree of the trial court.

Brief Facts

2. The case of the plaintiff, as pleaded in the plaint, is that the defendant is the owner in possession of a house constructed on land measuring five marlas. On 22.11.2017, the defendant entered into an agreement to sell the said house along with all rights attached thereto to the plaintiff for a total sale consideration of

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money through cheque No. 488598 dated 22.11.2017 drawn on the State Bank of India, Branch Jaitu. It was agreed between the parties that the sale deed would be executed and registered in favour of the plaintiff on or before 20.11.2018. Though possession of the house was stated in the agreement to have been delivered to the plaintiff at the time of its execution, in fact, actual possession was not handed over. The plaintiff thus claimed possession along with the relief of specific performance. The plaintiff further asserted that he remained ever ready and willing to perform his part of the contract. He had arranged the balance sale consideration and attended the office of the Sub-Registrar, Jaitu, on the stipulated date, i.e., 20.11.2018, along with the requisite funds and expenses for registration, but the defendant failed to appear. The plaintiff marked his presence before the Sub-Registrar, got his affidavit attested by the Executive Magistrate, and also served a legal notice upon the defendant calling upon her to execute the sale deed, but to no avail. Consequently, the suit for possession by way of specific performance of the agreement to sell dated 22.11.2017 was instituted, and in the alternative, the plaintiff also prayed for recovery of ₹3,00,000 along with future interest, besides seeking a permanent injunction restraining the defendant from alienating the property.

3. In the written statement, the defendant took the plea that she is an illiterate and rustic villager who knows only to sign her name in Punjabi. It was pleaded that the alleged agreement to sell was never intended to be a sale transaction but was executed only as security for a loan transaction. The defendant stated that she had borrowed a sum of ₹1,50,000 from the plaintiff for construction of her residential house and agreed to pay ₹4,500 per month as interest. According

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to her, two blank signed cheques were also handed over as security, and the document relied upon by the plaintiff was merely a paper transaction executed for securing the said loan. It was further contended that the loan amount had already been repaid by the defendant by raising funds from other sources, but the plaintiff failed to return the security document and misused the same. It was also alleged that the plaintiff along with his family had assaulted the defendant and her husband, and that the police had failed to take action on their complaint. The defendant also pleaded that the alleged sale consideration of ₹3,00,000 was wholly inadequate as the property was worth around ₹15,00,000, and there was no question of selling the only residential house of the family for such a small sum.

4. Upon completion of pleadings, the following issues were framed:-

1. Whether the defendant is the owner in possession of the suit property as prayed for? OPP
2. Whether the defendant entered into agreement to sell dated 22.11.2017 in favour of the plaintiff as prayed for? OPP
3. Whether the plaintiff is ready and willing to perform his part of the agreement? OPP
4. If issue No.1 to 3 are decided in favour of plaintiff, whether the plaintiff is entitled to claim the relief of possession by way of specific performance of agreement to sell dated 22.11.2017 as prayed for? OPP
5. Whether the plaintiff is entitled to claim the relief of permanent injunction as prayed for? OPP



6. Whether the plaintiff is entitled to claim the relief of recovery in the alternative along with interest as prayed for? OPP
 7. Whether the suit is not maintainable? OPD
 8. Whether the defendant is illiterate villager and the suit property is only house of the defendant, if so, its effect? OPD
 9. Whether the agreement was executed for the purpose of a security, if so, its effect? OPD
 10. Whether the market value of the suit property is about Rs.15 lacs, if so, its effect? OPD
 11. Whether the plaintiff has not come to the Court with clean hands? OPD
 12. Whether the suit is not verified properly and the plaintiff has not affixed the property court fee? OPD
 13. Relief.
5. Both sides led evidence in support of their respective versions. The plaintiff examined himself as PW1 and produced the original agreement to sell dated 22.11.2017 as Ex. P1, besides examining both marginal witnesses who categorically supported the execution of the document. The defendant also stepped into the witness box along with her husband and produced certain documents including an account statement (Ex. D1) to support the plea that the amount was returned.

Findings of the trial Court

6. After considering the evidence, the learned trial court held that the plaintiff successfully proved the execution of the agreement to sell (Ex. P1). Both



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attesting witnesses supported the plaintiff's case and withstood cross-examination. The defendant and her husband admitted their signatures on the agreement and receipt of ₹2,00,000 as earnest money through cheque. The plea that the document was executed merely as security for a loan was found unsupported by any credible evidence. The trial court observed that there was no independent witness or documentary proof to substantiate that the amount was a loan or that it had been repaid. The account entry (Ex.D1) relied upon by the defendant was held irrelevant, as it did not establish any connection with the transaction in question or with the plaintiff's son, Sukhwinder Singh, to whom the alleged repayment was claimed to have been made.

7. The trial court further held that the plea of inadequate sale consideration could not invalidate the contract, as undervaluation of sale consideration to save stamp duty was a common practice and not a ground to disbelieve a validly executed agreement. The contention that the house was the only residential property of the defendant was also rejected in view of the law laid down by the Hon'ble Punjab and Haryana High Court in ***Rakesh Devi v. Shish Ram and others, 2018 (3) CCC 196***, wherein it was held that once the execution of an agreement to sell is established, the vendor cannot subsequently claim exemption from performance on the ground that the property was the sole residential house. Reliance was also placed on ***Gurbachan Singh and another v. Gurmit Singh and Another, 2003 (4) RCR (Civil) 223***, to hold that when there exists a written agreement, it must be interpreted by its plain language, and oral evidence cannot be introduced to vary its terms by alleging that it was a paper transaction for securing a loan.

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8. On the question of readiness and willingness, the trial court found that the plaintiff had proved his presence before the Sub-Registrar on the date fixed for execution of the sale deed through his affidavit (Ex.P2) and other documentary evidence (Exs. P3 to P5). The service of notice upon the defendant (Ex.P6) along with postal receipts (Exs. P7 and P8) was duly proved. Thus, the plaintiff was held entitled to the relief of specific performance of the agreement to sell dated 22.11.2017. The suit was decreed accordingly, and the alternative prayer for recovery of ₹3,00,000 was declined as redundant.

Findings of the first Appellate Court

9. Aggrieved by the said judgment and decree dated 31.01.2023, the defendant filed an appeal before the learned Additional District Judge, which was dismissed on 12.05.2025. The first appellate court, on a reappraisal of evidence, concurred with the findings of the trial court holding that the agreement to sell (Ex. P1) had been validly executed, that the plea of loan/security was an afterthought unsupported by evidence, and that the plaintiff had established continuous readiness and willingness to perform his part of the contract. The appeal was accordingly dismissed, affirming the decree for specific performance.

10. Hence, the present Regular Second Appeal has been filed by the appellant–defendant challenging the concurrent findings of the Courts below.

Submissions of learned counsel for the appellant

11. Learned counsel for the appellant–defendant has vehemently argued that both the Courts below have erred in law and on facts while decreeing the suit for specific performance of the agreement to sell dated 22.11.2017. It is contended that the impugned judgments suffer from misreading and non-appreciation of



material evidence on record, and that the findings recorded are perverse and unsustainable in law.

12. It is submitted that the Courts below have failed to appreciate the most crucial aspect of the case that the appellant was working as a domestic servant in the house of the respondent–plaintiff and that the plaintiff, being in a dominant position, exploited the illiteracy and ignorance of the appellant to obtain her signatures on the impugned document. The relationship between the parties was that of employer and employee, and thus the alleged transaction was vitiated by undue influence and inequality of bargaining power. It is further argued that the alleged sale consideration of ₹3,00,000 for a residential house worth more than ₹15,00,000 at the relevant time clearly establishes that the document was not an agreement to sell but was executed only as security for repayment of a loan advanced for the construction of the appellant’s house.

13. Learned counsel further submits that both the Courts below have ignored the settled principle that the plaintiff has to prove his own case and cannot succeed on the weakness of the defence. It is urged that even if the defence version were to be ignored, the plaintiff has miserably failed to prove his own pleadings. It is argued that mere exhibition of the document Ex. P1 does not prove its contents, and the plaintiff was required to establish the execution of the document by cogent and convincing evidence. The plaintiff has failed to produce any independent evidence regarding the payment of earnest money, source of income, or financial capacity to pay the balance sale consideration.

14. It is further argued that the Courts below have erred in presuming readiness and willingness of the plaintiff to perform his part of the contract without

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any proof. Learned counsel contends that readiness does not merely mean a declaration of intent but includes proof of financial capacity to pay the balance consideration and actual conduct consistent with such intention. No evidence has been produced to show that the plaintiff had sufficient funds or that he genuinely intended to complete the transaction. Reliance has been placed upon the principle that mere presence at the Sub-Registrar's office or filing of an affidavit does not, by itself, establish continuous readiness and willingness throughout.

15. It is also submitted that the lower appellate court has failed to discharge its duty as the final court of fact by not recording independent findings on the issues involved and by merely endorsing the conclusions of the trial court in a cryptic and mechanical manner. The appellate court was required to examine the evidence issue-wise and give reasoned findings, but the impugned judgment is devoid of such analysis. The findings are composite, non-speaking, and contrary to settled judicial norms as laid down by the Hon'ble Supreme Court in ***G. Saraswathi & Another v. B. Gopalakrishna Naidu & Others***, where it was held that appellate Courts must deal specifically with each issue and record conclusions based on evidence.

16. Learned counsel has further submitted that the Courts below have wrongly assumed that possession of the property was delivered to the plaintiff under the agreement Ex.P1, whereas it is an admitted fact that the defendant has remained in continuous possession of the house. The finding that possession was given is based on mere recitals in the document without any supporting evidence.

17. It is next contended that the Courts below have failed to consider that the plaint of the respondent-plaintiff is not in conformity with the prescribed Form



No. 47 or 48 of Appendix A of the Code of Civil Procedure, 1908 and therefore, the decree passed suffers from procedural irregularity. It is urged that under Section 20(2)(a) of the Specific Relief Act, 1963, specific performance is a discretionary relief and ought not to have been granted in favour of the plaintiff in the peculiar facts of this case, where the alleged transaction was unconscionable and inequitable. The Courts below, while exercising discretion, were bound to consider the hardship that would be caused to the appellant if specific performance were ordered, particularly since the property in question is her only residential house.

18. It is further urged that the learned Courts below have misread and misconstrued the evidence, failed to appreciate the same as a whole, and have drawn conclusions based on assumptions and conjectures rather than on a proper evaluation of the record. The judgments, according to learned counsel, are a result of non-consideration of relevant evidence and misapplication of the law.

19. In view of the above submissions, it is prayed that the concurrent findings of the Courts below be set aside as being perverse and contrary to law, and that the suit of the plaintiff–respondent for specific performance of the agreement to sell be dismissed.

Submissions of learned counsel for the respondent

20. Learned counsel for the respondent submits that there is no illegality and perversity in the judgments and decrees passed by the Courts below, therefore, he prays for dismissal of the present regular second appeal.

21. I have heard the learned counsel for the parties and perused the record as well as the concurrent findings recorded by both the Courts below.



22. The execution of the agreement to sell dated 22.11.2017 stands duly proved on record. Both the marginal witnesses to the agreement were examined by the plaintiff and they categorically supported the case of execution, identifying the signatures of the defendant and affirming that the transaction was entered into for sale of the house in question for a total consideration of ₹3,00,000. Their testimony has remained consistent and unshaken during cross-examination. The defendant herself, as well as her husband, have admitted their signatures on the said agreement and the receipt of ₹2,00,000 as earnest money through cheque drawn on the State Bank of India, Jaitu Branch. Both the Courts below, upon detailed scrutiny of the oral and documentary evidence, have rightly held that the execution of the agreement to sell is fully established and that the plaintiff has discharged the burden of proving his case.

23. The contention now raised by the appellant that she was working as a domestic servant in the house of the plaintiff and that the plaintiff, taking undue advantage of his dominating position, procured her signatures on the agreement to sell, is an afterthought and has been raised for the first time in the present Regular Second Appeal. There is neither any such pleading in the written statement filed before the trial court nor any evidence led during the trial to substantiate this plea. Both the Courts below have not found even a suggestion in the defendant's deposition or in that of her witnesses that such a relationship of dominance existed or that the execution was obtained by undue influence. The plea that the agreement was in fact a paper transaction executed merely as security for a loan advanced to the defendant is also without any foundation in the record. No document, witness, or surrounding circumstance has been brought on record to show that any such



loan was advanced or that the document was intended as security. On the contrary, the evidence conclusively shows that the defendant voluntarily executed the agreement and accepted the earnest money through cheque, which she later encashed.

24. The plea that the defendant had repaid the alleged loan and that the agreement was misused is equally baseless. The alleged account entry (Ex. D1) relied upon by the defendant does not connect to the plaintiff or his family in any manner. There is no evidence to show that the said entry pertained to repayment of the money advanced under the agreement. The defence has failed to produce any witness or document showing that the money was returned, nor any acknowledgment from the plaintiff regarding the alleged repayment. Thus, the findings of both Courts below rejecting this contention are perfectly justified.

25. As regards the requirement of readiness and willingness, the same also stands conclusively established on record. The plaintiff has specifically pleaded and proved that he was always ready and willing to perform his part of the contract. He had attended the office of the Sub-Registrar, Jaitu, on the stipulated date, i.e., 20.11.2018, along with the balance sale consideration and requisite expenses for registration. His presence was duly marked, and his affidavit was attested by the Executive Magistrate. Legal notice was also served upon the defendant, calling upon her to execute the sale deed. All these documents have been duly exhibited on record as Exs. P2 to P8. The Courts below have rightly held that this evidence conclusively establishes that the plaintiff continuously maintained readiness and willingness to perform his contractual obligation.



26. The contention of the appellant that the plaintiff did not have sufficient financial means to pay the balance consideration is not supported by any evidence. The law does not require the plaintiff to prove availability of funds by producing cash in hand or a bank statement; it is sufficient if his conduct and evidence show genuine intent and capacity to perform. Both Courts below have correctly applied this settled principle while recording a concurrent finding in favour of the plaintiff.

27. The argument that blank signed cheques of the defendant were obtained and misused by the plaintiff is also devoid of merit. No complaint or FIR has been proved to have been filed by the defendant at any stage alleging misuse or forgery. The plea appears to be an afterthought and is contradicted by the defendant's own admission that she received ₹2,00,000 by cheque from the plaintiff, which she encashed. Hence, this contention stands rightly repelled by both the Courts below.

28. It is further noted that both the Courts below have rightly granted the main relief of specific performance and not the alternative relief of recovery of money. Once the execution of the agreement to sell, payment of earnest money, and continuous readiness and willingness of the plaintiff are established, the plaintiff becomes entitled to the enforcement of the contract. The grant of an alternative relief for recovery arises only if specific performance is found inequitable or impracticable, which is not the case here. The defendant's plea that the house is her only residential property does not, by itself, constitute a valid defence against specific performance, as settled in *Rakesh Devi v. Sh. Ram and others, 2018 (3) CCC 196*.



Conclusion

29. Having considered the entire record and submissions, this Court finds that the findings recorded by both the Courts below are based on proper appreciation of evidence and correct application of law. No question of law, much less any substantial question of law, arises for determination in the present appeal.
30. Consequently, finding no merit in the present appeal, the same is dismissed in limine, as no arguable points have been raised so as to warrant interference by this Court. The concurrent judgments and decrees passed by the Courts below are well reasoned, based on evidence and do not call for interference
31. Pending application(s), if any, also stands disposed of.

October 27, 2025
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(MANDEEP PANNU)
JUDGE

Whether speaking/non-speaking : Speaking
Whether reportable : Yes/No.