

In the High Court of Punjab and Haryana at Chandigarh

**Civil Revision No. 2041 of 2014
Date of Decision: 23.3.2015.**

Kulwant Kaur and others

.....Petitioners

Versus

Santosh Rani and others

.....Respondents

CORAM: HON'BLE MRS. JUSTICE SABINA

Present: Mr. Parshant Bansal, Advocate
for the petitioners.

Mr. Mayank Mathur, Advocate
for respondent No. 5.

None for respondents No. 1 to 4, 7 and 8.

SABINA, J.

Petitioners have filed this petition under Article 227 of the Constitution of India challenging the order dated 15.1.2014 (Annexure P-14) whereby application moved by the plaintiff to prove the agreement to sell in question by way of secondary evidence, was allowed.

I have heard the learned counsel for the parties and have gone through the record available on the file carefully.

Plaintiff has filed suit for possession by way of specific performance of agreement to sell dated 24.6.2003. During the pendency of the suit, plaintiff moved an application that he may be permitted to prove the agreement to sell in question by leading secondary evidence. The said application was allowed vide the

impugned order dated 15.1.2014 (Annexure P-14). The Trial Court while allowing the said application has held as under:-

“I have heard the ld. Counsel for the parties and carefully pursued the case, perusal of the case file clearly reveals that in the present case plaintiff has filed the present application for leading the secondary evidence to prove the photo-state copy of agreement to sell dated 24.6.2003. It is further alleged by the plaintiff that the original agreement to sell placed on file by the plaintiff has been replaced and a fake and forged document has been placed on file by the defendant in connivance with the officials. Perusal of the case file reveals that in the present case an inquiry was conducted by Sh. Ravi Gulati, PCS, inquiry officer and vide their findings, it was concluded that the defendant party managed to tamper with the court file in connivance with same officials of the court and took out the original agreement to sell originally filed along with suit and placed one forged document in its place. Thus from the fact finding inquiry of Sh. Ravi Gulati, PCS, it is prima-facie clear that the original agreement to sell placed on file on the first date of the suit has been removed. It is further pertinent to mention that a regular inquiry regarding the same is pending. In view of these facts and circumstance & in the interest of justice the present application is here by allowed, & stands disposed off.”

The reasons given by the Trial Court while allowing the

application are sound reasons. During inquiry proceedings, it was found that the original agreement to sell in question had been replaced by a photocopy of the agreement to sell by the defendants.

No ground for interference by this Court is made out.

Dismissed.

**(SABINA)
JUDGE**

March 23, 2015
Gurpreet