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

RSA-2914-2013 (O&M)

Date of Decision:08.08.2016

NACHATTAR KAUR

...Appellant

VERSUS

SURJIT SINGH AND OTHERS

...Respondents

CORAM : HON'BLE MR. JUSTICE DARSHAN SINGH

Present: Mr. S.S. Salar, Advocate for the appellant.
Mr. S.S. Rangi, Advocate for respondent No.1.
Mr. Deepak Thapar, Advocate for respondent No.14.

DARSHAN SINGH J. (ORAL)

The only contesting parties in this Regular Second Appeal are appellant and respondent No.1.

Learned counsel for the appellant contended that whole of the sale deed i.e. sale deed No.1518 dated 06.08.2003 executed by the defendants in favour of appellant Smt. Nachattar Kaur has been set aside by the learned trial Court. He contended that the said sale deed was executed by Smt. Balbir Kaur (respondent No.6), Budh Singh (respondent No.4), Gulzar Singh (respondent No.5), Hajara Singh (respondent No.3), Smt. Piaro (respondent No.7) and Smt. Karamjit Kaur (respondent No.8). He also contended that the sale deed in favour of the appellant at the most can be set aside to the extent of share of Jodh Singh, Hajara Singh and Budh Singh had executed agreement to sell in favour of respondent No.1/plaintiff. The learned Courts below have wrongly set

aside the entire sale deed in favour of the appellant.

Learned counsel for respondent No.1/plaintiff also could not dispute this legal as well as factual position.

The present suit of possession was filed by respondent No.1-Surjit Singh by way of specific performance. Agreement to sell dated 26.02.2003 was executed by respondent No.3-Hajara Singh and respondent No.4-Budh Singh and agreement to sell dated 09.04.2003 was executed by respondent No.2-Jodh Singh in favour of plaintiff/respondent No.1. The said suit has been decreed by the learned trial Court vide impugned judgment and decree dated 21.08.2009. The appeal preferred against the judgment and decree was dismissed by the learned Additional District Judge, Sangrur vide impugned judgment and decree dated 01.12.2012. The present Regular Second Appeal has been preferred by Smt. Nachattar Kaur, the subsequent purchaser, who was defendant No.8 in the suit. While decreeing the suit, the learned Courts below have held the sale deed No.1518 dated 06.08.2003 in favour of the appellant to be illegal, null & void and was not binding on the rights of the plaintiffs.

It is not disputed that the sale deed in favour of the appellant was executed by Smt. Balbir Kaur, Budh Singh, Gulzar Singh, Hajara Singh, Smt. Piaro and Smt. Karamjit Kaur. The agreements to sell being specifically enforced by respondent No.1-Surjit Singh in his favour were executed by Budh Singh, Hajara Singh and Jodh Singh. Out of these six persons, only Budh Singh (respondent No.4) and Hajara Singh (respondent No.3) have executed the agreement to sell dated 26.02.2003 in favour of plaintiff/respondent No.1. Respondent No.2-Jodh Singh the

executant of agreement to sell dated 09.04.2003 is not the vendor of the appellant. So, the plaintiff can only assail the sale deed in favour of the appellant to the extent of the share of said Budh Singh and Hajara Singh. Thus, the learned Courts below were not justified to set aside the entire sale deed No.1518 dated 06.08.2003 in favour of the appellant.

Thus, the present appeal is hereby disposed of with the modification of the impugned decrees that the sale deed No.1518 dated 06.08.2003 executed by Smt. Balbir Kaur, Budh Singh, Gulzar Singh, Hajara Singh, Smt. Piaro and Smt. Karamjit Kaur shall be illegal, null & void and not binding on the rights of plaintiff-respondent No.1 to the extent of the share of Hajara Singh and Budh Singh. Remaining part of the sale deed shall remain valid.

Except the aforesaid modification, the impugned judgments and decrees shall remain intact.

(DARSHAN SINGH)
JUDGE

August 08, 2016
rajneesh

Whether speaking/reasoned : YES/NO

Whether reportable : YES/NO