

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

(1)

**Regular Second Appeal No.2742 of 2016 (O&M)
Date of Decision: May 31, 2016.**

Smt. Saraswati

.....APPELLANT(s).

VERSUS

Raj Pal and others

.....RESPONDENT(s).

(2)

Regular Second Appeal No.2750 of 2016 (O&M)

Smt. Saraswati

.....APPELLANT(s).

VERSUS

Raj Pal and others

.....RESPONDENT(s).

CORAM:- HON'BLE MR. JUSTICE SURINDER GUPTA

Present: Mr. Jagdish Manchanda, Advocate
for the appellant (s).

SURINDER GUPTA, J.

RSA-2742-2016

This is appeal by Saraswati, defendant No.2 in the civil suit filed by plaintiffs Raj Pal and Ram Phal (now respondents No.1 and 2) seeking the relief of declaration that the sale deed No.7290 dated 06.10.2005 executed by defendant No.1 Smt. Indro Devi in favour of appellant-defendant No.2 and mutation No.6805 are illegal, null and void

and are not binding on the rights of the plaintiffs. The suit was decreed by learned Civil Judge (Junior Division), Rohtak as follows:-

“It is ordered that the suit of the plaintiffs has been decreed. A decree for declaration that the sale deed of the suit property dated 06.10.2005 bearing vasika No.7290 and subsequent mutation No.6805 sanctioned on its basis in favour of defendant no.2 are illegal, null and void is passed in favour of plaintiffs and against the defendants. As a consequential relief, a decree for permanent injunction is also passed in favour of plaintiffs and defendants are restrained from interfering in the possession of the plaintiffs over the suit property.”

2. Not satisfied, appellant-defendant No.2 filed appeal, which was dismissed by Additional District Judge, Rohtak.

RSA-2750-2016

3. This is regular second appeal by defendant No.2 Smt. Saraswati against the concurrent judgments of the Courts below whereby suit filed by her seeking the declaration that sale deed bearing No.10683 dated 22.02.2005 executed by her monther Smt. Indro Devi, defendant No.3 in favour of defendants No.1 and 2 Raj Pal and Ram Phal, is illegal, ineffective and inoperative against her rights, was dismissed.

Brief facts of both cases:-

4. A sale deed No.10683 dated 22.02.2005 was executed by Smt. Indro Devi with regard to her 59/527 share i.e. 3 kanals 12 marlas of land situated in village Pada, Tehsil and District Rohtak in favour of Raj Pal and Ram Phal (plaintiffs in civil suit No.87 of 2007) and possession of the land was delivered to them. Another sale deed bearing No.7290 dated

No.87 of 2007) in favour of her daughter Saraswati (appellant) regarding the same land.

5. In her written statement, defendant No.1 Smt. Indro denied the execution of sale deed dated 22.02.2005 in favour of Raj Pal and Ram Phal. It was alleged that thumb impressions of defendant No.1 were obtained by the plaintiffs on the pretext of getting the lease deed of the suit property executed for one year.

6. In both the suits, the plea of appellant and Indro Devi was that Indro Devi had entered into agreement to sell dated 11.08.2004 with regard to suit property with the appellant for a sale consideration of ₹5,25,000/- and the entire sale consideration was paid to Indro Devi on the date of agreement. Possession of the land to the extent of share of Indro Devi was delivered to appellant Smt. Saraswati. As the sale deed dated 06.10.2005, was executed pursuant to the agreement dated 11.08.2004, the same is legal and valid and no mutation was sanctioned in favour of plaintiffs Raj Pal and Ram Phal on the basis of sale deed dated 22.02.2005.

7. Both the Courts discarded the agreement and the sale deed in favour of Smt. Saraswati. Learned Civil Judge (Junior Division), Rohtak observed that the agreement dated 11.08.2004 (Ex.D8) is shrouded with suspicious circumstances. Neither defendant No.1 Smt. Indro Devi nor appellant-defendant No.2 Smt. Saraswati entered into witness box to prove the execution of the agreement. The scribe of the agreement was not examined. The agreement are not scribed by any regular deed writer. The stamp vendor, who sold the stamp paper on which the agreement was scribed, was also not examined. Defendant No.1 Smt. Indro is the mother of

defendant No.2 Smt. Saraswati. The execution of the sale deed dated 06.10.2005 is within the family and in order to justify the sale deed, they appeared to have come up with agreement to sell dated 11.08.2004. The execution of the sale deed in favour of plaintiffs Raj Pal and Ram Phal was duly proved. It is quite surprising that defendant No.1 Smt. Indro Devi is executing the sale deed in favour of her daughter and is also raising a plea that the suit land was ancestral property in her hands and she was not competent to sell it. Both the Courts have examined the plea raised by the appellant and committed no error of law while reaching the conclusion that the sale deed dated 22.02.2005 executed by defendant No.1 Indro Devi in favour of plaintiffs Raj Pal and Ram Phal is a legal and valid document.

8. It is not pointed out that findings of facts recorded by Courts below are based on misreading of evidence or any document on record was ignored.

9. No substantial question of law requiring determination arises in these appeals, which have no merits.

Dismissed.

May 31, 2016.
Sachin M.

(SURINDER GUPTA)
JUDGE