

IN THE HIGH COURT OF PUNJAB AND HARYANA AT  
CHANDIGARH

RSA No.1994 of 2018(O&M)

Date of Decision: 19.04.2018

Tarsem Singh

... Appellant

Versus

Sukhwinder Singh & anr.

... Respondents

**CORAM:- HON'BLE MR. JUSTICE RAMENDRA JAIN**

Present: Mr. R.K. Arya, Advocate,  
for the appellant.

**RAMENDRA JAIN, J.(Oral)**

Unsuccessful defendant has preferred this regular second appeal, against the judgment and decree dated 09.03.2018 of the First Appellate Court, affirming the judgment and decree of the trial Court dated 25.02.2016, whereby the suit of the respondents-plaintiff for possession by way of specific performance of agreement to sell dated 17.06.2011 was decreed.

Vide agreement dated 17.06.2011, the appellant agreed to sell his land measuring 8 kanlas detailed in the judgment of the trial Court in a sum of ₹8,00,000/- and received ₹3,90,000/- as earnest money from the respondents-plaintiff. The last date for execution of sale deed agreed between the parties was 15.06.2012. When the defendant did not execute any sale deed by that date, the respondents-plaintiff filed a suit for specific performance of the aforesaid agreement to sell against the appellant claiming that they were always ready and willing to perform their part of contract, but it was the appellant, who failed to fulfill his part of contract.

Upon notice, the appellant contested the suit.

The trial Court after evaluating the material available on record

and holding trial, decreed the suit vide impugned judgment and decree dated 25.02.2016.

Being aggrieved, the appellant approached the First Appellate Court, but remained unsuccessful as his appeal too was dismissed vide judgment and decree dated 09.03.2018.

Learned counsel for the appellant *inter alia* contends that both the Courts below have failed to appreciate that under the garb of a writing to secure loan of ₹3,90,000/- taken by the appellant from the respondents-plaintiff, they prepared forged agreement to sell in question. Before entering into the agreement in question, no talks for the same ever took place between the parties, which falsify the case of respondents-plaintiff in view of the categorical admission of Amrik Singh (PW-2), their own witness.

Having given anxious consideration to the submission made by learned counsel for the appellant, I find that the instant appeal is completely devoid of any merit for the reasons to follow.

No question of law much less substantial has been raised in this regular second appeal.

The appellant has admitted his signatures on the agreement in question, but denied execution of the same on the ground that it was forged and fabricated document, got executed from him under the garb of a writing to secure loan taken by him from the respondents-plaintiff. Meaning thereby that the appellant, while admitting his signatures on the agreement to sell in question, has taken the stand that it was a result of fraud and misrepresentation.

By this time, it is well settled that in civil litigation, allegations of fraud and misrepresentation have to be proved like a criminal charge. The

appellant failed to prove the same by leading any cogent and convincing evidence. His mere bald statement is not sufficient to hold that the agreement in question was a forged and fabricated document. In the instant case, both the Courts below have returned findings against the appellant.

I have gone through the impugned judgments of the Courts below and find no illegality or perversity in the same, rather they are well reasoned, warranting no interference.

In view of the discussion made above, this appeal fails and is dismissed.

19.04.2018  
monika

(RAMENDRA JAIN)  
JUDGE

|                                  |               |
|----------------------------------|---------------|
| <i>Whether speaking/reasoned</i> | <i>Yes/No</i> |
| <i>Whether reportable</i>        | <i>Yes/No</i> |