

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

RSA No.207 of 2018 (O&M)

Date of Decision : 13.11.2019

Resham Singh

.....Appellant

Versus

Sarwan Singh @ Sarban Singh and others

..... Respondents

CORAM: HON'BLE MR. JUSTICE ARUN PALLI

Present: Mr.Suresh Kumar Aneja, Advocate for the appellant.

ARUN PALLI, J. (Oral)

Suit filed by the respondent-plaintiff was decreed by the trial Court vide judgment and decree dated 23.10.2015 and as even the appeal preferred against the said decree failed and was dismissed on 21.02.2017, appellant-defendant No.1 is before this Court in Regular Second Appeal. Parties to the lis, hereinafter, shall be referred to by their original positions in the suit.

Plaintiff prayed for a declaration that agreement dated 11.06.2009, alleged to have been executed by him in favour of defendant No.1, was illegal, null and void and was a forged document prepared by defendant No.1, in connivance with defendants No.2 and 3, the alleged marginal witnesses of the agreement, qua the suit property, measuring 1 kanal being 180/720 share in a land measuring 4 kanals. Further, restraining defendant No.1 from causing interference in the peaceful possession of the plaintiff in the land/house marked as ABCD shown in red colour in the site plan.

In brief, the case set out by the plaintiff was that FIR No.29 dated 04.05.1998, under Sections 326, 324, 323 read with Section 34 of IPC was registered against the plaintiff Sarwan Singh, his wife Balbir Kaur and Kashmir Singh. A compromise dated 11.06.2009, was effected between the parties to the said dispute, and Resham Singh-defendant No.1 acted as a mediator. On the pretext that certain documents were required to be executed in respect of the compromise, Resham Singh brought plaintiff to the Court, and he in connivance with stamp vendor obtained his signatures not only in his register but also on certain blank papers. Significantly, Resham Singh misused those blank signed papers and fabricated the agreement in question. Plaintiff never executed any agreement to sell the suit property. Although, as per recitals in the said agreement possession of the suit property was delivered to defendant No.1, but plaintiff was in occupation of the house and residing therein with his family. For, defendants refused to admit the claim of the plaintiff, thus the suit.

In the written statement filed by defendant No.1, he denied knowledge qua FIR No.29 dated 04.05.1998 registered against the plaintiff, his wife, Balbir Kaur and Kashmir Singh. It was maintained that plaintiff did execute the agreement dated 11.06.2009, qua the suit property in his favour for a total sale consideration of Rs.10,00,000/- out of which Rs.8,00,000/- were received as earnest money. Thus, the suit was liable to be dismissed.

In a separate written statement filed by defendants No.2 and 3, they set out a similar stand as by defendant No.1 in his written statement.

Upon consideration of the matter in issue and the evidence on

record, both the Courts concurrently concluded that on an analysis of all the three pages of the agreement, it was clear that the same was got typed subsequently after the signatures of the plaintiff Sarwan Singh were obtained. In fact, perusal of page Nos. 2 and 3 of the agreement revealed that the document was typed later on, for, the space which bears the signatures of Resham Singh-defendant No.1 was extremely narrow, and thus, those signatures were appended subsequently. Concededly, the alleged agreement was not scribed by regular deed writer. Evidence on record showed that defendant No.1-Resham Singh had moved one application along with Sarwan Singh and Jeet Singh on 10.09.2009, to put up the records of the criminal case, wherein the compromise was recorded. Defendant No.1-Resham Singh conceded his signatures upon the said application. Still further, copy of the affidavit proved on record also showed that defendant No.1-Resham Singh had obtained some blank signed papers from both the parties to settle the criminal litigation pending between plaintiff, Sarwan Singh and Jeet Singh etc.. The evidence led by the plaintiff duly proved that Resham Singh was present while certain papers were got signed by him from plaintiff Sarwan Singh in the criminal proceedings. In fact, the stamp papers too were purchased by Resham Singh-defendant No.1. Both the attesting witnesses of the alleged agreement belonged to two different villages. Not just that defendant alleged to have paid Rs.8,00,000/- by way of earnest money to the plaintiff on 11.06.2009, but failed to lead any evidence to show the source and as to how he arranged the said amount. Thus, the only and the inevitable conclusion that could be reached: plaintiff never executed the agreement

dated 11.06.2009, and the same was a forged and fabricated document.

On being pointedly asked, learned counsel for the appellant could not refer to anything on record to show if the conclusions arrived at were either contrary to the record or suffered from any material illegality. Thus, no ground is made out to interfere with the concurrent findings recorded by both the Courts below. The appeal being devoid of merit is accordingly dismissed.

13.11.2019

Manoj Bhutani

(ARUN PALLI)
JUDGE

Whether speaking/reasoned	Yes/No
Whether reportable	Yes/No