

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

**RSA No.6331 of 2018 (O&M)
Date of Decision: August 20,2019**

Madan Pal

.....Appellant

Versus

Balbir Singh through LRs

..... Respondents

And

RSA No.6349 of 2018 (O&M)

Ranjit Singh

.....Appellant

Versus

Madan Pal and others

..... Respondents

CORAM:- HON'BLE MRS.JUSTICE LISA GILL

Present: Mr.Ashish Aggarwal, Sr. Advocate
with Mr. Parunjeet Singh, Advocate
for the appellant (in RSA No. 6331 of 2018) and
for respondent no.1 (in RSA No. 6349 of 2018).

Mr. R.S.Mamli, Advocate
for the appellant (in RSA No. 6349 of 2018)

Mr. Harsh Aggarwal, Advocate
for the LRs of respondent-Balbir Singh
(in RSA No. 6331 of 2018) and
for LRs of respondent no.2-Balbir Singh
(in RSA No. 6349 of 2018).

LISA GILL, J.

This judgement shall dispose of R.S.A No. 6331 of 2018 and
6349 of 2018 as both these appeals arise from judgement and decree dated

24.12.2012, passed by the learned Additional Civil Judge (Sr. Division), Kurukshetra, as well as judgement and decree dated 09.10.2018, passed by the learned Additional District Judge, Kurukshetra.

Learned trial Court decided Civil Suit No. 11 of 2006 and Civil Suit No. 135 of 2010 (filed on 22.11.2005/24.05.2010) after consolidation of both the suits vide order dated 31.01.2007 on an application moved by Madan Pal.

Civil Suit No. 135 of 2010 was filed by the plaintiff-Balbir Singh, seeking a decree for possession by way of specific performance of the agreement to sell dated 07.03.2005 in respect to the suit property and Civil Suit No. 11 of 2006 was filed by the plaintiff-appellant-Ranjit Singh for possession by way of specific performance of the agreement to sell dated 04.01.2005 in respect to the same property.

It is pleaded by plaintiff-Balbir Singh in Civil Suit No. 135 of 2010 (filed prior to the suit by Ranjit Singh) that agreement to sell dated 07.03.2005 was executed by Madan Pal in his favour for suit property measuring 53 Kanals 9 Marlas as detailed in the plaint at the rate of ₹6,90,000/- per acre. A sum of ₹7,00,000/- was received by Madan Pal from Balbir Singh as earnest money. It was agreed that the plaintiff would pay another sum of ₹3,00,000/- to the defendant on 15.03.2005 and that the sale deed would be executed and registered on 15.11.2005. A sum of ₹3,00,000/- was paid to the defendant on 07.04.2005. As the stipulated date i.e., 15.11.2005, was a holiday, the next working day was to be treated as the date fixed for execution of the sale deed. Legal notice dated 28.10.2005 was issued by Balbir Singh to the defendant specifying that registration of the

sale deeds in Tehsil Ladva, were carried out on Tuesday and Friday. The plaintiff-Balbir Singh, claimed to be ready and willing for execution of the sale deed along with the balance sale consideration and as 15.11.2005 was a holiday, the plaintiff stated that he would remain present in the Tehsil premises, Ladwa on 11.11.2005 as well as on 18.11.2005 along with balance sale consideration. Defendant was requested to remain present either on 11.11.2005 or on 18.11.2005 with prior intimation to the plaintiff in that regard. Plaintiff informed the defendant orally as well, in this regard. Notice sent through registered post, was not accepted by the defendant. The plaintiff claimed to have remained present in the office of the Joint Sub-Registrar, Ladwa on 11.11.2005, 16.11.2005 and 18.11.2005, alongwith the balance sale consideration, but the defendant did not turn up for execution of the sale deed. Presence of the plaintiff was marked on all the three dates. Plaintiff came to know on 26.10.2005 that the defendant wished to alienate the suit property in favour of some other persons. Accordingly, Civil Suit no. 482 of 2005, seeking permanent injunction, was filed, but as the cause of action for filing the suit for specific performance matured on 21.11.2005, the said suit was withdrawn by the plaintiff on 21.11.2005 with permission to file a suit for specific performance. Accordingly, the present suit was filed on 22.11.2005.

Appellant-plaintiff-Ranjit Singh in Civil Suit No. 11 of 2006 claimed that Madan Pal agreed to sell the suit property at the rate of ₹6,50,000/- per acre to Ranjit Singh and agreement to sell dated 04.01.2005 in this respect was executed. A sum of ₹6,00,000/- was handed over to Madan Pal as earnest money in the presence of the witnesses i.e. PW-12-

Surender Pal and PW-13-Miha Singh. It was decided that the sale deed would be executed and registered on 20.12.2005. It is stated that the plaintiff-Ranjit Singh was ready and willing to carry out his part of the contract. He remained present on 20.12.2005 before the Joint Sub-Registrar, Ladwa, but the defendant did not turn up. The plaintiff approached the defendant to get the sale deed executed and registered, but the defendant refused to do so. Hence the suit was filed.

Landlord-Madan Pal while resisting the claim set up by the plaintiff-Balbir Singh in Civil Suit No. 135 of 2010, raised various preliminary objections in his written statement. Madan pal took a catagoric stand that he had already agreed to sell the suit property to Ranjit Singh at the rate of ₹6,50,000/- per acre vide agreement to sell dated 04.01.2005 and had received a sum of ₹6,00,000/- as earnest money in the presence of Surender Pal and Miha Singh. As the date for execution of the sale deed in favour of Ranjit Singh was fixed as 20.12.2005, there was no occasion for entering into the agreement to sell dated 07.03.2005 in favour of Balbir Singh. It is stated that Balbir Singh, Kashmir Singh, Darshan Lal and one Amit Goyal, Stamp Vendor (PW-9) came to Ranjit Singh's tubewell on 07.03.2005 and being close friends, they started drinking whiskey. Balbir Singh stated to the defendant-Madan Pal that he wished to sell his land to Kashmir Singh and Darshan Lal and for that purpose signatures and thumb impressions of the defendant-Madan Pal were required. All the said four persons obtained thumb impressions/signatures of Madan Pal on certain blank papers and blank columns of 2 or 3 registers of PW-9-Amit Goyal, stamp vendor while Madan Pal was under the influence of liquor. Yet again on

07.04.2005, all the aforesaid four persons came to the '*Baithak*' of Madan Pal at about 10.00.a.m. They offered whiskey to Madan Pal and when Madan Pal was under the influence of liquor, they again obtained his thumb impressions and signatures on a blank paper and 2-3 registers, purportedly for an extension of time in respect to the agreement to sell dated 07.03.2005. Agreement to sell dated 07.03.2005 as well as document dated 07.04.2005 are claimed to be forged and fabricated documents prepared by the plaintiff-Balbir Singh, Amit Goyal, stamp vendor, Kashmir Singh and Darshan Lal. It is denied that Madan Pal entered into any agreement to sell in favour of the plaintiff-Balbir Singh. Dismissal of the suit was prayed for.

In respect to the claim set up by the plaintiff-Ranjit Singh in Civil Suit No. 11 of 2006, execution of the agreement to sell dated 04.01.2005 is admitted as is the receipt of the earnest money. It is however stated that Ranjit Singh was not ready and willing to execute and register the sale deed. Defendant, it is stated remained present in the office of the Sub-Registrar, Ladwa on 20.12.2005, but Ranjit Singh did not turn up. It is further stated that Ranjit Singh did not have the consideration amount with him on the target date and he succeeded in getting his presence marked in the office of Sub-Registrar, Ladwa in collusion with Surinder Pal, Lambardar. Thus, dismissal of the suit filed by Ranjit Singh was also sought.

From the pleadings of the parties, the following issues were framed by the learned trial Court in Civil Suit No. 135 of 2010:-

1. Whether defendant entered into agreement to sell dated 07.03.2005 with the plaintiff and plaintiff is entitled to specific performance of that contract along with possession of suit land or in the alternative a decree for recovery of double of the amount of earnest money at the rate of 18% per annum as claimed?OPP

2. Whether suit is not maintainable?OPD
3. Whether plaintiff has no locus standi and cause of action to file the present suit?OPD
4. Whether civil court has no jurisdiction to entertain and try the present suit?OPD
5. Whether suit is not properly valued to entertain and try the present suit?OPD
6. Relief.

From the pleadings of the parties, the following issues were framed by the learned trial Court in Civil Suit No. 11 of 2006:-

1. Whether defendant entered into agreement to sell dated 04.01.2005 with the plaintiff and plaintiff is entitled to specific performance of that contract along with possession of suit land or in the alternative a decree for recovery of double of the amount of earnest money at the rate of 18% per annum as claimed?OPP
2. Whether suit is not maintainable?OPD
3. Whether plaintiff has no locus standi and cause of action to file the present suit?OPD
4. Whether civil court has no jurisdiction to entertain and try the present suit?OPD
5. Whether suit is not properly valued to entertain and try the present suit?OPD
6. Relief.

Both the parties led evidence in support of their respective claims/stands.

Learned trial Court on considering the evidence on record concluded that the plaintiff-Ranjit Singh failed to prove the execution of the agreement to sell dated 04.01.2005. Agreement to sell dated 07.03.2005, it is concluded was duly proved on record by the plaintiff-Balbir Singh and he had remained ready and willing to perform his part of contract. Accordingly, suit filed by Balbir Singh i.e. Civil Suit No. 135 of 2010, was decreed and a decree for possession by way of specific performance of the agreement to sell dated 07.03.2005 was passed in his favour. Suit filed by Ranjit Singh i.e. Civil Suit No. 11 of 2006, was dismissed with costs, while observing that

Ranjit Singh failed to prove the execution of agreement to sell dated 04.01.2005. Even the signatures of the attesting witnesses namely Surender Pal and Miha Singh on the said agreement were found to be different from those appended by them while appearing as witnesses before the Court. Execution of the said agreement was not found to be proved.

An appeal was preferred by Madan Pal, challenging the decision of the learned trial Court in Civil Suit No. 135 of 2010, filed by Balbir Singh. Another appeal was filed by Ranjit Singh challenging dismissal of the Civil Suit No. 11 of 2006 filed by him. Learned Additional District Judge, Kurukshetra, dismissed both the appeals vide judgement and decree dated 09.10.2018, though, the finding of the learned trial Court on issue no. 1 in Civil Suit No. 11 of 2006, filed by Ranjit Singh was reversed in regard to the execution of agreement to sell dated 04.01.2005 and it is concluded that the said agreement was duly executed by Madan Pal in favour of Ranjit Singh. This has been so held on the ground that once Madan Pal has admitted the execution of this agreement to sell, there is no question of leading any further evidence to prove the same. It is however, observed that Ranjit Singh was not ready and willing to perform his part of contract and that there is no evidence on record to prove that Ranjit Singh had sufficient amount with him on the target date. It is further observed that as the default was on the part of Ranjit Singh, therefore he was not even entitled to the recovery of the amount of earnest money along with interest admitted to be received by Madan Pal.

Aggrieved therefrom, present appeals have been filed by the appellant-Madan Pal and Ranjit Singh.

Learned senior counsel for the appellant-Madan Pal in RSA No. 6331 of 2018 vehemently argues that the learned Courts below have grossly erred in decreeing the suit filed by Balbir Singh. It is the specific case of appellant-Madan Pal that he never entered into the agreement to sell dated 07.03.2005 in favour of Balbir Singh and his signatures were taken on the stamp papers in a fraudulent manner. Madan Pal, it is submitted was under the influence of liquor on 07.03.2005 as well as on 07.04.2005 when the subsequent payment of ₹3,00,000/- is alleged to have been made. Once, Madan Pal has admitted the execution of the agreement to sell dated 04.01.2005 in favour of Ranjit Singh, there is no occasion for having entered into the subsequent agreement in favour of Balbir Singh on 07.03.2005. Moreover, there is no evidence on record to show that the plaintiff-Balbir Singh had the consideration amount with him, apart from the fact that there is no evidence to show the receipt of ₹10 Lakhs, as is averred by the plaintiff. It is contended that both the learned Courts below have grossly erred in observing that the defendant-Madan Pal has not been able to prove how his signatures appeared in the Register of the stamp vendor and the notary. Madan Pal in his statement has specifically testified that the stamp vendor namely Amit Goyal-PW-9 was present along with Balbir Singh, Darshan Lal and Kashmir Singh on 07.03.2005 as well as on 07.04.2005. His signatures were obtained when he was under the influence of liquor. It is specifically stated by Madan Pal that his signatures were obtained on the register of the stamp vendor as well. It is further contended that though PW-1-Ishwar Chand Saini, the Notary, stated that signatures of Madan Pal were reflected in his register, the said register was not tendered into evidence. It is argued that the document dated 07.03.2005 is clearly a suspicious document inasmuch as the stamp vendor had a license for

dispensing the stamp papers in Babain, only. Therefore, the said agreement to sell in any case, is null and void. It is thus prayed that the present appeal be allowed and the judgements and decrees passed by the learned Courts below be set aside. Consequently, suit filed by the respondent-Balbir Singh, be dismissed throughout.

Learned counsel for the appellant-Ranjit Singh in RSA No. 6349 of 2018 vehemently argues that the agreement to sell dated 04.01.2005 executed by Madan Pal in favour of Ranjit Singh, is duly proved on record. Learned Additional District Judge, Kurukshetra, has specifically concluded that the said agreement is proved on record being admitted by Madan Pal. This finding has not been challenged by Balbir Singh or even by Madan Pal. Readiness and willingness of the plaintiff-Ranjit Singh is proved on record. Merely because no legal notice was issued, cannot be a ground to non-suit the plaintiff-Ranjit Singh. Suit was filed in January 2006, itself. Affidavit dated 20.12.2005, Ex.PW-11/2, reflects the presence of the plaintiff-Ranjit Singh for execution of the sale deed. It is further contended that there is no requirement of the plaintiff having to prove that he had the entire consideration amount with him. He relies upon the judgement of the Hon'ble Supreme Court in **Azhar Sultana Vs. B.Rajamani and others 2009(2) R.C.R (Civil) 123** and judgement of this Court in **Lakhvir Singh and another Vs. Chanan Masih and others 2010(7) R.C.R (Civil) 1310**.

It is further argued that agreement to sell dated 04.01.2005 being admitted by Madan Pal, is in any case, prior in time to agreement dated 07.03.2005 and in favour of Balbir Singh. Therefore, even if agreement to sell dated 07.03.2005 is proved on record, agreement in favour of Ranjit Singh being prior in time, decree for specific performance should be granted in favour

of the plaintiff-Ranjit Singh. It is thus prayed that the appeal filed by appellant-Ranjit Singh be allowed and the judgements and decrees passed by the learned Courts below be set aside. Consequently, suit filed by the appellant-plaintiff-Ranjit Singh, be decreed throughout.

Learned counsel for the respondent-Balbir Singh while refuting the argument raised by learned senior counsel for the appellant-Madan Pal as well as learned counsel for Ranjit Singh, submits that there is clear cut collusion between Madan Pal and Ranjit Singh. Agreement to sell dated 04.01.2005 is a document which has been drawn up subsequently by the said persons. It is an ante-dated document drawn up only with a view to defeat the rights of the respondent-Balbir Singh. Execution of agreement to sell dated 07.03.2005, as well as document dated 07.04.2005, when an additional sum of ₹3,00,000/- was handed over to Madan Pal, is duly proved on record. The stamp vendor, the attesting witnesses and notary public, have proved the execution of the agreement to sell dated 07.03.2005. Receipt of ₹10 Lakhs by Madan Pal from Balbir Singh is also proved on record. Plaintiff-Balbir Singh has also examined PW-10-Y.C.Jain, the handwriting expert to prove the thumb impressions of Madan Pal on the agreement to sell. It is further contended that collusion between the said parties is apparent on record from the fact that they all admittedly belong to the same village. Moreover, it is proved on record that brother of Ranjit Singh namely Ran Singh is a commission agent (Arhtia) with whom Madan Pal and his brother had regular dealings. It is further contended that the landlord has taken a plea of the document being forged and fabricated, therefore, it was incumbent upon him to have proved the same by way of leading cogent evidence. Reference

is also made to the cross-examination of Madan Pal, wherein he has denied his thumb impressions on the agreement to sell dated 07.03.2005 in contradiction to the stand taken by him in the written statement. It is further contended that Ranjit Singh, has been unable to prove the execution of the agreement to sell dated 04.01.2005. Admission, *per se* by Madan Pal of execution of the agreement to sell dated 04.01.2005 by itself in the given facts and circumstances, cannot be of any avail to the appellants. It is pointed out that admittedly there are cuttings in the register produced by PW-14-Parmod Kumari, the stamp vendor, from whom the papers for agreement to sell dated 04.01.2005 were purchased by Madan Pal. It is submitted that collusion between the parties is also apparent from the fact that DW-1-Madan Pal in his cross-examination has tried to indicate the presence of Balbir Singh, Darshan Lal and Kashmir Singh at the time of execution of the agreement to sell dated 04.01.2005. This has however been negated by Ranjit Singh, who has denied the presence of the said persons at the time of execution of the agreement to sell dated 04.01.2005. It is submitted that once the suit filed by Ranjit Singh has ultimately been dismissed, it was not incumbent upon Balbir Singh to have separately challenged the finding regarding validity of the agreement to sell dated 04.01.2005. It is thus prayed that the present appeals be dismissed and the judgements and decrees passed by the learned Courts below in Civil Suit No. 135 of 2010 filed by Balbir Singh, be upheld.

I have heard learned counsel for the parties at length and have gone through the requisitioned record with their assistance.

Plaintiff-Balbir Singh in order to prove the execution of the

agreement to sell dated 07.03.2005 has examined the attesting witness PW-4-Darshan Lal, besides Sh. Ishwar Chand Saini, Advocate PW-1, who has notarized and attested the agreement to sell. Amit Goyal, Stamp Vendor, was examined as PW-9. Plaintiff-Balbir Singh himself deposed as PW-5. Plaintiff-Balbir Singh further examined Yashpal Chand Jain, Handwriting and Fingerprint Expert as PW-10 to testify regarding the genuineness of the signatures/thumb impressions of Madan Pal on the agreement to sell dated 07.03.2005 and document dated 07.04.2005. The attesting witness has clearly stated that the agreement to sell was executed by Madan Pal in his presence and the presence of the other attesting witness Kashmir Singh. Earnest money of ₹7,00,000/- was also handed over in their presence to Madan Pal by Balbir Singh, who had appended his thumb impressions as well as signatures after understanding the contents of the same. It is further testified that agreement/writing dated 07.04.2005 was duly thumb marked and signed by Madan Pal after receiving a sum of ₹3,00,000/- from Balbir Singh in their presence. PW-9-Amit Goyal, stamp vendor, has deposed that the stamp papers on which agreement to sell dated 07.03.2005, Ex.P-1, was drawn was purchased by Madan Pal, who affixed his signatures in his register. The stamp paper on which writing dated 07.04.2005, Ex.P-5, was drawn was also purchased by Madan Pal, which was also entered in his register. PW-1-Ishwar Chand Saini, Advocate, has deposed that agreement to sell, EX.P-1, was attested by him. Contents thereof were read over to the parties and the entry was made in his register at Sr. No. 3977 dated 07.03.2005. Madan Pal, it is stated had appended his thumb impressions against the entry. A perusal of the testimony of PW-1-Ishwar Chand Saini,

Advocate, reveals that this witness had brought his register at the time of recording of his evidence. PW-1 has duly explained that it is the signatures of the person executing the document which are taken in the register and not of the witnesses etc.

The attesting witness as well as PW-9-Amit Goyal, Stamp vendor, have stoutly denied the allegations that documents in question were prepared fraudulently or that they had visited Madan Pal on 07.03.2005 and 07.04.2005 and it is under influence of liquor that his signatures were obtained.

PW-10-Yashpal Chand Jain, Handwriting and Fingerprint Expert, who was subjected to lengthy cross-examination by learned counsel for Ranjit Singh as well as Madan Pal with the assistance of Mr. N.K.Jain, Handwriting and Fingerprint Expert, has clearly testified that the signatures/thumb impressions of Madan Pal, are present on both the documents. He has testified that the signatures of Madan Pal were written freely and smoothly in normal course and they tallied with the standard signatures of Madan Pal. Despite, searching and lengthy cross-examination of all the abovesaid witnesses, the appellants could not extract anything favourable to them.

It is relevant to note at this stage that Madan Pal,-DW-1 in contradiction to his stand in the written statement, that the documents dated 07.03.2005 and 07.04.2005, were drawn up on blank papers which were got thumb marked/signed by him when he was under the influence of liquor, stated in his cross-examination that he never appended his signatures on the said documents and that he never executed the agreement

to sell dated 07.03.2005 in favour of Balbir Singh. He stated that the said documents did not bear his signatures or thumb impressions. DW-1 categorically stated that the said signatures and thumb impressions are not his. Madan Pal goes on to state that he had revealed to his Advocate that signatures on Ex.P-1 and Ex.P-5, are not his. DW-1-Madan Pal at the same time in a paradoxical manner stated that the written statement dated 21.10.2006, was prepared by his Advocate on his direction and that it was read out to him and he appended his signatures after understanding the same. Credibility of such a witness is clearly suspect.

In the given facts and circumstances of the case, it was incumbent upon the defendant-Madan Pal to have proved that the documents Ex.P-1 and Ex.P-5, are forged and fabricated documents. Learned counsel for the appellant-Madan Pal, is unable to point out any evidence on record to indicate the same. Execution of the said documents, is duly proved on record. It is further a matter of record that notice dated 28.10.2005, was issued even prior to the stipulated date of execution of the sale deed, by the plaintiff-Balbir Singh as the said stipulated date was a holiday, it being 'Gurupurb'. Therefore, alternate dates had been mentioned in the said legal notice, which was refused to be accepted by Madan Pal. Balbir Singh, also filed a civil suit for permanent injunction when he got an apprehension that Madan Pal might alienate the land to someone else. The suit for specific performance was filed immediately on 22.11.2005 when the cause of action arose to him after withdrawing the suit for permanent injunction. Keeping in view the evidence on record, the facts and circumstances of the case, I do not find any merit in the argument raised by learned senior counsel for the appellant-Madan Pal that there is no evidence

on record to show that Balbir Singh had the entire consideration amount available with him on the stipulated date. Presence of Balbir Singh before the Sub-Registrar on the relevant date is duly proved on record. Therefore, readiness and willingness on the part of Balbir Singh, is clearly proved. It is pertinent to note at this stage that a criminal complaint (Ex.P-15) under Sections 406, 420, 467, 468, 471, 506, 120-B IPC, was filed by Balbir Singh against Madan Pal, Ranjit Singh, Surender Pal and Miha Singh in which Madan Pal was summoned to face trial under Section 420 IPC vide order dated 10.01.2007, Ex.P-16. There is no merit in the appeal filed by appellant Madan Pal.

Appeal filed by appellant-Ranjit Singh is also devoid of any merit. Though, execution of the agreement to sell dated 04.01.2005, is admitted by Madan Pal, the same is of no avail to Ranjit Singh. It is a matter of record that Ranjit Singh as well as both the attesting witnesses of this document i.e., PW-12-Surender Pal, Lambardar and PW-13-Miha Singh, are residents of the same village i.e. Bakali, Tehsil Thanesar, District Kurukshetra. Ranjit Singh's brother namely Ran Singh is admittedly a commission agent (Arhtia) to whom Madan Pal used to sell his crops. Surender Pal-PW-12, one of the attesting witnesses, is a cousin of Madan Pal. PW-14-Parmod Kumari, the stamp vendor, from whom the stamp papers on which agreement dated 04.01.2005 was drawn up, has admitted that there are a number of unexplained cuttings in her register, Ex.PW14/B.

It is relevant to note, at this stage, that Madan Pal in his testimony has stated that at the time of execution of agreement to sell dated 04.01.2005, in favour of Ranjit Singh, the plaintiff-Balbir Singh along with

Darshan Lal and Kashmir Singh were present, whereas Ranjit Singh in his testimony has denied their presence. Therefore, it cannot be said by any stretch of imagination that Balbir Singh was aware of execution of the agreement to sell dated 04.01.2005 in favour of Ranjit Singh.

Furthermore, it is a matter of record that no action was taken by Ranjit Singh for execution and registration of the sale deed pursuant to the purported agreement to sell in his favour. No notice was sent by him to Madan Pal, after Madan Pal allegedly refused to turn up for the registration of the sale deed on 20.12.2005. The suit, seeking specific performance of agreement to sell dated 04.01.2005 was admittedly filed subsequent to the civil suit preferred by Balbir Singh. Doubtlessly, it is not necessary for the purchaser to prove availability of ready cash at the relevant time, as has been held in **Azhar Sultana's case (Supra)** and **Lakhvir Singh's case (Supra)**, but in the given facts and circumstances of the case, Ranjit Singh has indeed failed to prove his readiness and willingness to carry out his part of contract which otherwise is a suspicious document.

Another argument vehemently raised by learned counsel for the appellant-Ranjit Singh, is that once this agreement it accepted and admitted by Madan Pal, decree for specific performance should be granted in his favour and the agreement dated 07.03.2005 even if, proved on record, cannot have any precedence, is devoid of any merit in view of the detailed discussion in the foregoing paras. Equally devoid is the contention that it was incumbent upon Balbir Singh to have separately challenged the finding regarding validity of agreement to sell dated 04.01.2005, in favour of Ranjit Singh. Once the suit for specific performance has been decreed in favour of Balbir Singh and the suit filed by Ranjit Singh has ultimately been dismissed, it is not incumbent upon

Balbir Singh to have separately challenged the said finding. As noticed above, the finding regarding validity of agreement to sell dated 04.01.2005, in favour of Ranjit Singh has been returned merely on the basis of an admission made by Madan Pal in this respect and not on the basis of the evidence led by the plaintiff-Ranjit Singh.

Both the learned Courts below have rightly dismissed the suit filed by the appellant-Ranjit Singh and allowed the one filed by respondent-Balbir Singh after proper appreciation and consideration of the evidence on record, which calls for no interference. No substantial question of law arises for consideration in these appeals.

No other argument has been raised.

Keeping in view the facts and circumstances as discussed above, both the appeals are, dismissed with no order as to cost. Pending applications, accordingly stand disposed of, as well.

August 20,2019
s.khan

[LISA GILL]
Judge

Whether speaking/reasoned	:	Yes/No.
Whether reportable	:	Yes/No.