

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

CR No.774 of 2020(O&M)

Date of decision: 3.2.2020

Harpreet Kaur

.....Petitioner

VERSUS

Santokh Singh and others

.....Respondents

CORAM: HON'BLE MRS. JUSTICE REKHA MITTAL

Present: Mr. R.K. Singla, Advocate for the petitioner.

REKHA MITTAL, J. (Oral)

Challenge in the present petition has been directed against order dated 23.10.2019 (Annexure P-7) passed by the Civil Judge (Junior Division), Phillaur whereby application filed by the petitioner to prove agreement dated 06.09.2018 in respect of lease of land measuring about 9.5 acres by way of secondary evidence has been dismissed with the following observations:-

“I have heard learned counsel for both the parties and perused the record as defendant No.1 stated that the original agreement is in possession of plaintiff namely Harpreet Kaur. Hence, this application is disposed off accordingly. However, if defendant No.1 Santokh Singh found in possession of the said compromise in original in future then adverse inference will be taken against defendant No.1 at relevant stage.”

The trial Court has noticed that respondent/defendant Santokh Singh raised a plea that alleged agreement is false and frivolous and

original thereof is in possession of Harpreet Kaur – plaintiff. Santokh Singh had filed an application before the NRI Police, Jalandhar regarding the alleged agreement and investigation is pending.

Counsel for the petitioner would state that in para 4 of the grounds of revision, the petitioner has explained as to the circumstances under which the original agreement of lease dated 06.09.2018 happens to be in custody of respondent/defendant. It is further argued that even no application for seeking permission to prove the document by way of secondary evidence is required and either of the parties can adduce evidence in respect of a document and it is for the Court to determine if the document can be admitted in evidence being secondary evidence in view of the conditions prescribed in Section 65 of the Indian Evidence Act, 1872. For this purpose, reliance has been placed upon judgment of this Court **Harbans Kaur and others Vs. Beant Kaur and others, 2014(9) RCR (Civil) 3009.**

So far as plea of the petitioner that she can prove the lease agreement by way of secondary evidence without seeking permission of the Court, the same is not subject matter of controversy in the present petition. It is for the trial Court to decide as to what evidence can be permitted to be adduced by the petitioner to prove lease agreement by producing copy thereof.

The contentions sought to be raised in para 4 of the petition are not a part of application filed by the petitioner seeking permission to prove the lease agreement by way of secondary evidence and as such, these contentions cannot be taken into consideration for examining correctness or legality of the order impugned. I do not find any valid ground to

interfere in the impugned order in exercise of extraordinary jurisdiction of this Court.

For the foregoing reasons, the petition stands disposed of.

Nothing stated hereinbefore shall be construed as an expression of opinion on merits of the case.

FEBRUARY 3, 2020
'D. Gulati'

(REKHA MITTAL)
JUDGE

Whether speaking/reasoned	:	yes/no
Whether reportable	:	yes/no