

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

**141**

**RSA-845-2022(O&M)  
Date of Order: 21.04.2022**

**VEENA RANI**

**..Appellant**

**Versus**

**BENI PARSHAD AND ANOTHER**

**..Respondent**

**CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL**

Present: Mr. Amarjit Singh Virk, Advocate  
for the appellant.

**ANIL KSHETARPAL, J(Oral)**

While assailing the concurrent findings of the fact arrived at by the Courts below, the defendant has filed the present Regular Second Appeal.

Some facts are required to be noticed.

The plaintiff filed this suit for grant of decree of specific performance of the agreement to sell on 10.01.2013. On receipt of Rs.1,00,000/-, the execution of the agreement to sell dated 16.08.2004, between the parties is not in dispute. The dispute between the parties is with regard to the correctness of writing which is in the form of a supplementary agreement dated 01.07.2005, which has been typed on the reverse side of the page No.1 of the agreement to sell. As per that writing, the appellant on receipt of the balance sale consideration, agreed to execute the sale deed in favour of the plaintiff as and when the purchaser wishes or gives notice for a period of 15 days. The aforesaid writing is signed by the appellant as well as the two witnesses. The appellant disputes the aforesaid writing. Both the witnesses of the agreement to sell as well the writing dated 01.07.2005, have been examined. Both have supported the case of the plaintiff. When the

defendant appeared in evidence, she denied her signatures on every document. She even denied receipt of notice although, she had replied to the notice. In order to defeat the rights of the plaintiff, she also transferred the property in favour of defendant No.2 Smt. Neha Gupta, her own sister-in-law. She has taken a stand that the plaintiff has forged her signatures. However, she failed to substantiate the aforesaid plea. She appeared in evidence as DW-1. Her bald statement has been found to be unreliable by both the Courts below.

This Bench has heard the learned counsel representing the appellant and with his able assistance perused the paperbook.

The learned counsel representing the appellant has produced the photocopy of the agreement to sell along with the statements of the witnesses. He contends that the signatures of the appellant on 01.07.2005, have been forged. He further contends that there is no reason as to why the plaintiff filed a suit after a period of eight and half years.

As already noticed, the appellant except her own bald statement has not led any evidence. She had taken a positive stand that her signatures on the writing dated 01.07.2005, have been forged. However, she failed to lead any evidence in support of such statement. Her deposition remained not only uncorroborated but also unreliable.

As regard the second argument, it may be noted here that as per the writing dated 01.07.2005, the plaintiff was entitled to get the sale deed executed at any point of time. Article 54 of the Limitation Act, 1963, is in two parts. The first part provides that the limitation for filing the suit will begin to run from the date agreed upon for execution of the sale deed. In the second part, it is provided that if no such date is fixed, the period will begin

to run when the plaintiff has notice of refusal of its performance for the other side.

In the present case, the appellant refused the performance while replying to the notice. The suit was filed immediately thereafter.

This aspect has been considered in detail in *Lalit and others Vs. Colonel Sudhier Kumar Sardana and another (Regular Second Appeal No.1511 of 2019), decided on 22.03.2021, by this Court.*

In view thereof, no ground to interfere is made out.

Dismissed.

All the pending miscellaneous applications, if any, are also disposed of.

April 21<sup>st</sup>, 2022

Ay

(ANIL KSHETARPAL)  
JUDGE

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