

In the High Court of Punjab and Haryana, at Chandigarh

Civil Revision No. 3185 of 2019

Date of Decision: 05.09.2022

Smt. Saroj

... Petitioner(s)

Versus

Ram Mehar and Another

... Respondent(s)

CORAM: Hon'ble Mr. Justice Anil Kshetarpal.

Present: Mr. Harish Bhardwaj, Advocate
for the petitioner(s).

Mr. Rakesh Dhiman, Advocate
for the respondent No.2.

Anil Kshetarpal, J.

1. While questioning the correctness of the interlocutory order passed by the trial Court on 24.04.2019, the plaintiff has filed the present revision petition. Her suit for specific performance of the agreement to sell is pending before the trial Court.

2. The defendants, while filing the written statement, have stated that the alleged agreement to sell has been fabricated by using the signatures of the defendant No.1, namely Sh.Ram Mehar on pre-signed papers. The dispute is between the family members. The plaintiff is daughter-in-law of defendant No.1, whereas, the defendant No.2 is her brother-in-law. The plaintiff led her evidence in affirmative and thereafter, the defendants led their evidence. The plaintiff has filed an application for permission to lead additional evidence by summoning a large number of documents and the

Handwriting and Fingerprint Expert, in order to prove that the defendant

No.1 has signed the alleged agreement to sell. The trial Court has rejected the said application.

3. Heard the learned counsel representing the parties at length and with their able assistance, perused the paper-book.

4. Para 8 of the written statement, filed by the defendants, is extracted as under:-

“8. It is further suffice to mention here that defendant no.1 never executed agreement to sell as alleged in plaint in favour of plaintiff. It is further submitted plaintiff Smt.Saroj Devi is daughter-in-law of defendant No.1 Ram Mehar, and Smt.Saroj Devi in collusion with her husband Sh. Ishwar Singh and Virender Singh (brother-in-law/jaith) got prepared the false and fabricated the alleged agreement to sell fraudulently by using the signature of defendant no.1 Ram Mehar which were obtained on blank papers. It is submitted that when the defendant no.1 has already transferred the land in favour of his three sons without any consideration then no question arises of executing of alleged agreement to sell. It is submitted that the alleged agreement to sell has been procured by plaintiff Saroj Devi fraudulently in collusion with her husband Sh.Ishwar Singh and Virender Singh (Jaith) in order to obtain the wrongful gain herself and to cause the wrongful loss to the defendants.”

5. A joint written statement has been filed by the defendant No.1 and 2. Once the defendants have not disputed their signatures on the

concerned document, however, taken a plea that the signatures of defendant No.1 were obtained on blank papers which have been misused, then, no useful purpose shall be served by examining the Handwriting and Fingerprint Expert and production of the various documents for the purposes of comparison of signatures of defendant No.1.

6. Keeping in view the aforesaid facts, no ground is made out to interfere. Hence, the present revision petition is dismissed.

(Anil Kshetarpal)
Judge

September 05, 2022
“DK”

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No