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

**RSA No.1680 of 2022 (O&M)**

**Date of Decision: 11.11.2022**

**Sheetal Parshad**

**..... Appellant**

**Versus**

**Rajveer Singh**

**..... Respondent**

**CORAM: HON'BLE MRS. JUSTICE MANJARI NEHRU KAUL**

Present: Mr. Kul Bhushan Sharma, Advocate  
for the appellant.

Mr. Johan Kumar, Advocate  
for the caveator/respondent.

**MANJARI NEHRU KAUL J. (Oral)**

Suit for specific performance of agreement to sell dated 08.01.2018 with consequential relief of permanent injunction was decreed in favour of the respondent/plaintiff, by the learned trial Court, vide judgment and decree dated 23.11.2021. Since, the appeal preferred by the appellant-defendant before the First Appellate Court against the aforementioned judgment and decree was dismissed by the learned Additional District Judge, Faridabad vide judgment and order dated 17.05.2022, he is now before this Court in Regular Second Appeal.

Parties to the *lis*, hereinafter shall be referred to by their original positions in the suit.

The pleaded case of the plaintiff may be noticed as thus:

The defendant being owner in possession of the suit property i.e., shop measuring 26.5 Sq. yards, situated in Old Faridabad, Ward No.8, part of house No.233, entered into an agreement to sell dated 08.01.2018 (Exhibit P-2) with the plaintiff for a sale consideration of Rs.43,00,000/-. The agreement to sell dated 08.01.2018 (Exhibit P-2) was attested by a public notary and duly entered into his register. Part payment of Rs.25,00,000/- was made on the same day for which a receipt (Exhibit P-3) was issued by the defendant. The plaintiff along with the balance sale consideration remained present before the Sub-Registrar on 09.04.2018. However, the defendant failed to show up. Thereafter, a legal notice dated 17.08.2018 (Exhibit P-5) was sent by the plaintiff to the defendant to get the sale deed in question executed on 07.09.2018, however, still the defendant failed to appear. As a result of which, the plaintiff was left with no other option but to file the suit in question.

In the written statement, the defendant averred as thus: that he had taken a loan from one Sandeep, which he had since repaid, however, in November/December, 2017, said Sandeep visited his house and asked him to repay some outstanding amount or else face dire consequences. Said Sandeep continued to extend threats to the defendant along with his friends SI Brahamjit and HC Sanjay. One day Sandeep and SI Bharamjit after forcibly entering the house of the defendant with deadly weapons made him sit in a Jeep at gun point and took him to the Tehsil compound, Sector 12, Faridabad; his signatures were then obtained by the plaintiff on

blank stamp papers at gun point. Thereafter, these stamp papers were converted into agreement to sell and this fact came to his knowledge much later. The defendant also denied receiving part payment of Rs.25,00,000/- as pleaded by the plaintiff. It was further averred by the defendant that there was a recording of a conversation in the above regard between him and the police officials and even a criminal complaint filed by him *qua* the same was pending.

Both the Courts below, on the basis of the material and other evidence led, decreed the suit of the plaintiff and concurrently held that the plaintiff had been able to successfully discharge the burden placed upon him to prove the execution of the agreement to sell dated 08.01.2018 (Exhibit P-2). Both the Courts below further held that the defendant had failed to prove his plea of fraud as no cogent evidence had been led by him in support thereof.

Learned counsel for the appellant has vehemently argued that the Courts below had not appreciated the evidence on record and had gravely erred in holding that the plaintiff had successfully proved the execution of agreement to sell (Exhibit P-2). Learned counsel submitted that the Courts below failed to appreciate that the signatures on the agreement to sell (Exhibit P-2) and receipt (Exhibit P-3) had been obtained by the plaintiff after putting him under threat and at gun point by SI Brahamjit and a police complaint on 02.08.2018 in the said regard too had been lodged. It was further argued by the learned counsel that the Courts below had ignored the evidence on record particularly the

cross-examinations of PW-1 Rajveer Singh, PW-2 Sandeep, PW-3 Mukesh and PW-5 Kailash, which clearly falsified the pleaded case of the plaintiff.

Learned counsel, while drawing the attention of this Court to the cross-examination of plaintiff, who stepped into the witness box as PW-1, submitted that the plaintiff had deposed during his cross-examination that he had never met SI Brahamjit, however, in his statement made before the police, the plaintiff had stated to the contrary that SI Brahamjit was with him at the time of agreement to sell. Learned counsel, thus, urged that this material contradiction in the statement of the plaintiff reflected his malafides and created a serious dent in the pleaded case of the plaintiff.

Learned counsel still further submitted that PW-3 Mukesh, had deposed in his cross-examination that perhaps notes of Rupees One Thousand denomination in cash had been given towards payment of Rs.13,00,000/- out of Rs.25,00,000/-. Learned counsel argued that this deposition of payment of Rs.13,00,000/- in cash and that too in the denomination of Rs.1,000/- proved that no such payment was made to him as after demonitization took place in the year 2016, Rs.1000/- notes were not even in circulation.

Learned counsel appearing for the caveator, on the other hand, vehemently opposed the submissions made by learned opposite counsel and argued that the defendant had miserably failed to lead any cogent evidence *qua* his allegations of fraud and hence, the concurrent

findings recorded by the Courts below in favour of the plaintiff could not be faulted with. He further argued that conduct of the defendant was most unnatural as it was a matter of record that he approached the police with a criminal complaint after eight months of the execution of agreement to sell and the alleged threats.

Learned counsel asserted that it was evident that the criminal complaint had been moved by the defendant just to delay the execution of the sale deed and also to create evidence in his favour. Learned counsel further argued that it was the admitted case of the defendant himself that on the day of occurrence, when he was allegedly held at gun point and made to sign the agreement to sell dated 08.01.2018 (Exhibit P-2), he went home and slept, which could not be digested and rather belied all logic. Learned counsel argued that it was highly improbable for a prudent person to remain mum for a period of eight months after having been threatened at gun point more so when the appellant's brother admittedly was a practicing Advocate.

A prayer was therefore, made by learned counsel for the plaintiff for dismissal of the instant appeal.

I have heard learned counsel for the parties and perused the relevant material on record.

No doubt, learned counsel for the defendant-appellant has vehemently argued that his signatures had been obtained at gun point on the agreement to sell dated 08.01.2018 (Exhibit P-2), however, other than his bald submissions, no evidence whatsoever was led by the defendant to

prove the above allegations. Even the police complaint admittedly was lodged after a delay of 08 months. It is highly unbelievable that a person after having been threatened at gun point, would have remained quiet for so long. It may be noticed that no specific date of the occurrence when he was threatened, was given by the defendant. Coming to the next submission of learned counsel for the defendant-appellant of their being discrepancies in the depositions of PW-1 Rajveer Singh, PW-2 Sandeep, PW-3 Mukesh and PW-5 Kailash, this Court does not find any force in the same. On a perusal of the evidence on record, including the cross examinations of the above plaintiff's witnesses, it is evident that the discrepancies are minor in nature and do not in any manner rebut the factum of valid execution of the agreement to sell dated 08.01.2018 (Exhibit P-2).

The defendant-appellant admittedly failed to lead any cogent evidence to prove his allegations of fraud and in the absence thereof, the minor discrepancies pointed out by learned counsel would not be a sufficient reason to discard the pleaded case of the plaintiff, which stands otherwise duly proved before the trial Court. More importantly, these discrepancies would not come to the rescue of the defendant-appellant to discharge the onus of proving the allegations levelled by him to counter the valid execution of the agreement to sell.

On being pointedly asked, learned counsel for the appellant-defendant failed to bring to the notice of this Court anything on record to show that the conclusions arrived at by both the Courts below were either

contrary to record or suffered from any material illegality. In the circumstances, this Court does not find any error in the concurrent findings recorded by both the Courts below.

Accordingly, the instant appeal being devoid of any merit is dismissed.

(MANJARI NEHRU KAUL)  
JUDGE

11.11.2022

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