

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

CR-5334-2022(O&M)

Date of decision:-21.11.2022

Amarjit Kaur

...Petitioner

Versus

Jasman Singh

...Respondent

CORAM: HON'BLE MR.JUSTICE H.S.MADAAN

Present: Mr.Harinder Sharma, Advocate
for the petitioner.

H.S. MADAAN, J.(ORAL)

1. By way of filing the present revision petition, the revisionist, namely, Amarjit Kaur is challenging the order dated 17.10.2022 passed by Additional Civil Judge(Sr.Divn.), Mukerian, District Hosiharpur in a Civil Suit No.785 of 2014 titled 'Amarjit Kaur Versus Jasman Singh and ors.' vide which an application under Section 45 of the Indian Evidence Act filed by the plaintiff to seek expert opinion for comparison of signatures of Sukhjit Singh, Sukhdev Singh, Jasvir Kaur and Kuldip Kaur besides other executants of agreement to sell dated 31.12.2009 has been dismissed. The revisionist/plaintiff prays that the impugned order be set aside, the revision petition be accepted and application in question be allowed.

2. Briefly stated, facts of the case are that plaintiff Amarjit Kaur had filed a suit against defendant Jasman Singh seeking a declaration that agreement to sell dated 31.12.2009 and compromise dated 11.11.2010 are illegal, null and void and cannot be enforced against the plaintiff, as such liable to be cancelled with respect to the land measuring 32 kanals 14 marlas detailed in the head-note of the plaint situated at village Bela Sariana, Tehsil Mukerian, District Hoshiarpur; in addition to seeking a decree for grant of permanent injunction restraining the defendant from taking signatures of plaintiff on various blank papers forcibly with police and political pressure.

3. On notice, the defendants had put in appearance filing written statements. Issues on merits were framed. The parties were given opportunities to lead evidence, which they availed off. It may be mentioned here that Jasman Singh defendant had also filed a suit against Amarjit Kaur and others. That suit was clubbed with the suit filed by Amarjit Kaur against Jasman Singh vide order dated 10.4.2014 and suit filed by Amarjit Kaur was treated as main suit.

4. During the pendency of the proceedings plaintiff Amarjit Kaur had moved an application contending that agreement to sell dated 31.12.2009 is a forged and fabricated document not bearing signatures of plaintiff, Sukhjit Singh, Sukhdev Singh, Jasvir Kaur, Kuldeep Kaur; the defendant has played fraud with the plaintiff etc.; they were not present at Tehsil Mukerian on 31.12.2009 inasmuch as plaintiff and Sukhdev Singh were residing at village Badhewal, Tehsil Khadur Sahib, District Amritsar; Kuldeep Kaur was residing at village Phode Sapsivian, Tehsil

and District Jalandhar, Jasvir Kaur was in USA at that time. Therefore, they prayed that disputed signatures of plaintiff and others on agreement to sell be got compared with their standard signatures by an expert.

5. The application was vehemently opposed on behalf of Jasman Singh and other defendants.

6. Vide the impugned order, the application was dismissed. For ready reference, the operative part of the impugned order contained in para No.4 is being reproduced as under:

4. The perusal of the file of instant case reveals that since, the inception of trial, it is categoric case the applicant/plaintiff that agreement dated 31.12.2009 is a forged and fabricated document and it has been forged by the defendant in order to grab the property of the ownership of plaintiff Amarjit Kaur. Vide order dated 10.4.2014, the instant suit titled as Amarjit Kaur Vs. Jasman Singh has been clubbed with the civil suit titled as Jasman Singh Vs. Amarjit Kaur and others. After settlement of issues on 13.5.2011, ld. Counsel for plaintiff closed his evidence on 08.4.2016 after availing multiple of opportunities. Thereafter, there has been lapse of more than six years after which, after the conclusion of evidence of appearing defendants, the instant application has been moved by the applicant Amarjit Kaur. In the suit titled Jasman Singh Vs. Amarjit Kaur, written statement has been filed by Amarjit Kaur and others i.e. defendant No.1 to 4 and 6 in which the execution of agreement of sell dated 31.12.2009 has been admitted in para no.3 on merits in the said written statement

by the present applicant Amarjit Kaur as it has been pleaded in said paragraph that after about two months from the date of agreement of sell dated 31/12/2009, the answering defendants requested the plaintiff and defendant no.7 to get the sale deed executed as per the agreement of sell dated 31.12.2009. But, the plaintiff (Jasman Singh) and defendant No.7 (Ram Pal) repeatedly asked defendant no.1 to 4 and 6 that due to non arrangement of balance amount, they are not in position to get the sale deed executed. On the other hand, in the suit titled as Amarjit Kaur Vs. Jasman Singh, the present applicant has prayed for declaration of the said agreement to sell dated 31.12.2009 and compromise/agreement dated 11.11.2010 to be declared as null and void and is having no value in eyes of law and is unenforceable and is liable to be cancelled. So, in these circumstances, I am of the considered view that present application has been filed by the applicant just to linger on the matter and to delay the proceedings when the case was already at the stage of rebuttal evidence, if any, otherwise for arguments. It is pertinent to mention over here that present case falls in Action Plan cases of 2022-23 and parties to the lis are continuously being sensitized of this fact. However, at this belated stage of proceedings, applicant/plaintiff has moved present application which is nothing but an abuse of process of law. Thus, in view of my aforesaid discussion, the instant application is hereby dismissed being devoid of any merits. Now to come up on 20.10.2022 for rebuttal evidence, if any, otherwise for

arguments. However, nothing contained in the instant order shall have any bearing on the merits of this case.

7. Feeling aggrieved by the said order, the plaintiff has filed the present revision petition.

8. I have heard learned counsel for the revisionist besides going through the record.

9. A perusal of the impugned order goes to show that in suit titled 'Jasman Singh Versus Amarjit Kaur and ors.', written statement was filed by Amarjit Kaur and others in which execution of agreement to sell dated 31.12.2009 was admitted though a plea had been raised that the sale deed could not be executed in favour of Jasman Singh etc. on account of the fact that they could not arrange the balance consideration amount. With such categorical admission being there in the connected case, Amarjit Kaur now wants to wriggle out of that admission by coming up with a plea that her disputed signatures and those of Sukhdev Singh, Sukhjot Singh, Jasvir Kaur and Kuldip Kaur be got compared with their standard signatures from a document expert. It needs to be mentioned here that science of comparison of handwriting is not a perfect though it is fairly accurate. The revisionist Amarjit Kaur on one hand is labeling agreement dated 31.12.2009 as a forged and fabricated one but in the connected case filed by Jasman Singh against her and others is admitting its execution stating that the sale deed on its basis could not be executed as Jasman Singh etc. could not arrange balance consideration amount. She is blowing hot and cold in the same breath. Even otherwise, the parties have

since concluded their evidence after issues were framed on 13.5.2011; the plaintiff closed evidence on 8.4.2016, whereas defendants have also done so and thereafter the instant application has been filed. If the application had been filed during the course of evidence of plaintiff, one could understand some logic behind that but not at this stage when the parties have concluded their evidence in the main case. Thus no ground for allowing the application was made out. It was rightly dismissed by the trial Court. The order is certainly not perverse or passed in an arbitrary manner. The revisional jurisdiction of this Court is quite limited and considering the facts and circumstances of the case, there is no reason to interfere with the impugned order by way of exercising the revisional jurisdiction.

10. Finding no merits in the present petition, the same stands dismissed.

21.11.2022
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(H.S.MADAAN)
JUDGE

Whether reasoned/speaking : Yes/No

Whether reportable : Yes/No