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

101

**RSA-1845-1991 (O&M).
Reserved on: 20.11.2024.
Date of Decision: 29.11.2024.**

KANIYHA SINGH (SINCE DECEASED) THROUGH LRs

... Appellants

Versus

BINNU SINGH ALIAS BEER SINGH AND OTHERS

... Respondents

CORAM: HON'BLE MR. JUSTICE VINOD S. BHARDWAJ.

Present: Mr. Rajinder Goel, Advocate,
for the appellants.

Mr. Keshav Pratap Singh, Advocate, with
Mr. Nitin Sansanwal, Advocate,
for the respondents.

VINOD S. BHARDWAJ, J (ORAL).

Appellant-defendant has preferred the present Regular
Second Appeal against the judgment and decree dated 31.07.1990
passed in Civil Suit No.272 of 1988 by the Court of Sub Judge
IInd Class, Jhajjar whereby the suit of the respondent-plaintiff
praying for a decree of possession by pre-emption of the suit land
was decreed as well as the judgment and decree dated 07.08.1991

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passed by the Additional District Judge, Rohtak, in Civil Appeal No.10/13 of 1990, decided on 07.08.1991, whereby the appeal preferred by the appellant-defendant was dismissed.

2 Briefly summarized, the facts of the present case are that one Bhuria son of Shalu Singh had two sons namely Jai Narain Singh and Prithi Singh. Jai Narain Singh was owner of land measuring 04 kanals comprised in Khewat No.351 min Khata No.414 min, Killa No.97/11 (8-0) to the extent of $\frac{1}{2}$ share situated in the revenue estate of village Luhari, Tehsil Jhajjar, District Rohtak, as per Jamabandi for the year 1985-86. The said Jai Narain Singh executed a registered sale deed dated 11.05.1988 with respect to the aforesaid land measuring 04 kanals for a total sale consideration of Rs.20,000/- (Rs.5000/- per kanal). The respondent-plaintiff who claimed to be co-sharer in the joint Khewat, thus instituted a suit for possession by way of pre-emption.

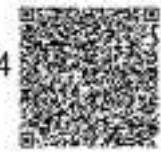
3 The appellant-defendant filed the written statement refuting the claims made by the respondent-plaintiff stating that the respondent-plaintiff was neither a co-sharer in the suit land before execution of the sale deed nor at the time of filing of the

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suit. It was also stated that Prithi Singh – brother of the appellant-defendant was reflected as a co-sharer in the revenue records and that said Prithi Singh had chosen not to seek pre-emption. It was averred that Prithi Singh got executed a sale deed in favour of his son's brother-in-law (respondent-plaintiff herein) Binnu Singh for an area measuring 2 kanals on 10.05.1988, i.e. one day before the execution of the sale deed in favour of the appellant-defendant @ Rs.1,000/- per kanal i.e. for a total sale consideration of Rs.2,000/- in collusion with his brother Jai Narain Singh so as to defraud the appellant-defendant. It was averred that the transaction was a sham and Benami transaction intended to prejudice the rights of the appellant-defendant and that no sale consideration had ever been paid. It was further averred that the suit for pre-emption is collusive and has been filed at the behest of Prithi Singh. It was further averred that the respondent-plaintiff was a resident of Hassan Pur, Tehsil Khurja, District Bulland Seher and was working in Delhi. He has no other property or residence in village Lohari other than the 02 kanals of land purchased on 10.05.1988. There was thus no reason or occasion for the respondent-plaintiff to acquire the land holding. It was averred that the sale deed thus ought to be disregarded and should not be read against the

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appellant-defendant. It was also pleaded that the sale deed executed in favour of the appellant-defendant was for a price of Rs.5,000/- per kanal whereas the sale deed in favour of the respondent-plaintiff executed on 10.05.1988 was for a price of Rs.1,000/- per kanal which is nearly 20% price of the actual price prevailing at the time of transaction. It is highly unlikely that any sane person would be alienating his land at such a meagre sum especially when the land of his brother has been sold @ Rs.5,000/- per kanal. He further contends that since the vendor of the appellant-defendant as well as Prithi Singh vendor of the respondent-plaintiff were brothers and co-sharers in the same Khewat and going by the time as it was then, it is highly unlikely that Prithi Singh was not aware of the sale deed executed by Jai Narain Singh in favour of the appellant-defendant.

4 Replication to the written statement was filed by the respondent-plaintiff denying the averments contained in the reply followed by rejoinder.

5 On completion of the pleadings, the following issues were framed:-

“1. Whether plaintiff has got superior right to pre-empt the sale in question, as alleged? OPP.

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2. *Whether plaintiff has no locus-standi to file the present suit?0PD*
3. *Whether suit of the plaintiff is not maintainable in the present form?0PD.*
4. *Whether plaint has not been signed and verified by the proper person, if so its effect?OPD.*
5. *Whether defendant is entitled to any compensation by way of improvement, if so to what amount?0PD.*
6. *Whether sale in question is a benami transaction, if so its effect20PD.*
7. *Whether defendant is entitled to special costs, if so to what amount?OPD.*
8. *Whether sale deed dt. 10.5.88 executed by Prithi Singh in favour of plaintiff is obtained by fraud, as alleged ?OPD.*
9. *Whether defendant is estopped from talking pleas as mentioned in para No.6 (1) to 6(v1) if so its effect?OPP.*
10. *In case, the suit of the plaintiff is decreed whether defendant is entitled to stamp and registration charges.if so, to what amount? OPD.*
11. *Whether sale deed dt. 10.5.98 is a bogus and sham document and it does not amount to sale, as alleged? OPD.*
12. *Relief.”*

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6 Issues No.1, 6, 8, 9 and 11 were considered together by the learned trial Court and upon consideration of the evidence led by the parties, the Sub Judge IInd Class, Jhajjar held that the sale deed EX.P-1 dated 10.05.1988 in favour of the respondent-plaintiff has been duly proved and attesting witnesses had affirmed that it was executed in favour of the respondent-plaintiff in his presence. Similarly, Om Parkash (PW-4) who had purchased the land on behalf of the respondent-plaintiff also deposed on oath that the land was purchased by him for the respondent-plaintiff and the above sale deed was for a total sale consideration of Rs.20,000/- which such charges were paid by the respondent-plaintiff himself. It was also noticed that recital of the sale deed established that the entire sale consideration had already been received by Prithi Singh vendor and it was held that merely because the sale deed was executed one day prior to the execution of the sale deed in favour of the appellant-defendant, the same would not be a reason sufficient to defeat his right to seek pre-emption. It was further held that sufficiency of consideration is not a ground available to the appellant-defendant to impugn the sale deed, the execution whereof is not even by the vendor. It was

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further observed that merely because the respondent-plaintiff was a resident of a different village, the same cannot be held sufficient to disregard the undisputed sale deed that had been executed in his favour making him a co-sharer in the land. It was also held that the status of the respondent-plaintiff as a co-sharer remains undisputed since the appellant-defendant had himself instituted the proceedings for partition of the land on 27.05.1988 and had acknowledged the status of the respondent-plaintiff as a co-sharer in the land. The suit for pre-emption was instituted after the institution of application seeking partition of the land.

7 In view of above, the findings on above said issues were returned against the appellant-defendant and it was held that the respondent-plaintiff had become a co-sharer in the suit land and thus preferential right of pre-emption stood vested in him. The operative part of the judgment of the trial Court is extracted as under:-

“Issues No.1,6,8,9 and 11-

All these issues are inter-linked and arguments have also been as advanced in the same manner by counsel for the parties and therefore, being disposal of together.

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5. It is not disputed that suit land mentioned in para no.1 of the plaint total measuring 4 Kanals was purchased by defendant/vendee from sh.Jai Narain Singh vendor vide a registered sale deed Ex.PW5/ dt. 11.5.38 for a consideration of Rs. 20,000/-. It is further not disputed that Prithi Singh, brother of vendor Jai Narain also sold 2 Kanals of land out of joint khewat to plaintiff vide a registered sale deed Ex.P.1 dt.10.5.88 for a consideration of Rs. 2,000/- On the basis of the sale deed Ex.P.1, the plaintiff filed the present suit for possession contending that by virtue of sale deed Ex.P1 he has become co-sharer in the suit land and has thus, a preferential right to pre-empt the sale in question. On the other hand, it has been contended on behalf of the defendant that sale deed Ex.P.1 in favour of the plaintiff is a sham transaction and does not amount to sale for various reasons such as that said sale in a result of fraud and misrepresentation and has been created just a day before the execution of sale in question by Prithi singh brother of the vendor Jai Narain in favour of plaintiff who is his son's brother-in-law and who is a resident of Bulland shahir of U.P.State just to defraud the vendee/defendant and with the purpose of extracting money fom defendant, that plaintiff Benu singh was not present at the time of execution of sale deed Ex.P.1 dt. 10.5.88 and no

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consideration was passed by the plaintiff to vendor Prithi Singh, that plaintiff is a resident of Hasanpur Tehsil Khurje Distt. Bulland Shahir and he has no other property in village Luhari, so there was no fun of purchasing two kanels of land in village Luhari and that the said sale deed was executed for meagre consideration of Rs. 2000/-.

6. The only point that arisen for determination is as to whether the sale deed Ex.P.1 dt. 10.5.88 by virtue of which plaintiff claims to have become co- sharer in the suit land is a valid document and can he relied upon. The execution of sale deed Ex.P.1, dt. 10.5.88 has been duly proved. Sube Singh PW2, who is the attesting witness of the sale deed Ex.P.1 has affirmed on oath that the deed was executed in favour of plaintiff and he signed as a witness. Similarly, om Parkash PW3 who purchased the land on behalf of plaintiff has stated on oath that the land was purchased by him for plaintiff from Prithi Singh vide sale deed EX.P.1 for a consideration of 2000/- and the sale consideration and stamp and registration charges were paid by Manu, Plaintiff have sinch PWS fem also proved his case- Moreover, there is a recital in the sale deed that the entire male consideration has been received in cash by the vendor Prithi singh and possession of the land has been delivered to the vendee. If no consideration has

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been passed to vendor Prithi Singh an alleged by the defendant and fraud was played upon then it is for the vendor Prithi Singh to assert that pleas of fraud and non-payment of consideration. I fail to understand now the defendant can raise such pleas when the execution of the sale deed Ex-P.1 has duly been proved.

7. Merely that sale deed Dt. 10.5.88 was executed by Prithi sinch in favour plaintiff a day before execution of sale in question and that plaintiff was not present et the time of execution of sale deed and that the sale was executed for law consideration of R. 2000/- and merely that plaintiff is the brother-in-law of the son of the Prithi Singh Vendor and is a resident of Distt. Bullend Shehir that is not sufficient to hold that the parties to the sale deed never intended to execute the same and the sale is a sham transaction. Thus, sale deed Ex. P.1 in favour of plaintiff is not a bogus document and is reliable fully.

8. Above all, there is an own admission of the defendant himself regarding joint status of the parties and regarding the validity of the sale deed Sv.P.1, in his application Ex.PW3/A dt. 27.5.88 presented to Assistant Collector IInd Grade Jhajjar for partition of the suit land. It is pertinent to note that the said application was presented on 27.5.88 and was

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registered on 27.5.88. This shows that defendant before issuance of process in the suit admitted the correctness of the sale in favour of the plaintiff. However, Ld. counsel for the defendant Sh.T.C.Sapra contended that application X-PW3/A was subsequently withdrawn by defendant vide his application 3.D.1 dt. 24.10.88 and therefore, the admission is no more in existence. Mr. Sapre also contended that any admission made in ignorance to legal rights or under duress cannot bind the maker of the admission and placed his reliance on Shri Krishan Vs. Kurukshetra University 1976 SC 376. The above referred authority is not applicable to the facts of the present case. In the present case, defendant was not ignorant of the execution of the sale deed Ex.P.1 in favour of the plaintiff and defendant has presented an application Ex.PW3/A for partition of the suit land admitting the plaintiff as co-sharer in the suit land and therefore, he cannot withdraw from his admission successfully.

9. In view of the above discussion, it is held that by virtue of sale deed Ex.P.1, dt. 10.5.88 plaintiff has become co-sharer in the suit land and has thus, a preferential right to pre-empt the sale in question i.e. Ex. PWS/A. Accordingly, issue No.1 and 9 are decided in favour of plaintiff and issues No.6,8 and 11 are decided against defendant.”

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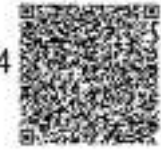


8 While dealing with the other issues No.2 to 4 and 7, the trial Court held that no evidence had been led on the said issues and thus they are decided against the appellant-defendant.

9 Aggrieved of the above said judgment and decree, the appellant-defendant preferred an appeal before the District Judge, Jhajjar. Vide judgment and decree dated 07.08.1991, the appeal filed by the appellant-defendant was dismissed by the Additional District Judge, Rohtak and the findings of the trial Court were affirmed. The operative part of the judgment passed by the Appellate Court are extracted as under:-

“8. So far as the sale-deed dated 10.5.88 vide Ex.P.1 for a consideration of Rs. 2,000/- by Pirthi ingh in favour of plaintiff-respondent is concerned is not disputed. Similarly, the facts regarding the suit land mentioned in para No.1 of the plaint measuring Kanals purchased by defendant-vendee (who is now appellant) from Jai Narain Singh, vide registered sale-deed Ex.PW5/A dated 11.5.88 for a consideration of Rs. 20,000/- are not disputed. On the basis of the sale-deed Ex.P.1 dated 10.5.89, the plaintiff-respondent) has claimed to have got the superior right of pre-emption in the suit land. It has been contended by the learned

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counsel for the defendant-appellant that the sale-deed Ex.P.1 in favour of plaintiff-respondent dated 10.5.1988, is a sham transaction and does not amount to sale. He further contended that the said sale is a result of fraud and mis-representation and had been created just a day before the execution of sale in question by Pirthi Singh in favour of plaintiff-respondent who is resident of District Bullandshar (U.P.) to defraud the defendant-appellant with the purpose of extracting money from the defendant-appellant. He also argued that the plaintiff-respondent was not present at the time of execution of sale-deed Ex.P.1 dated 10.5.88 and no consideration had ever passed. Thus, in nut-shell, the argument of the learned counsel for the defendant-appellant is that the plaintiff-respondent has not become a co-sharer in the joint khewat and has no superior right of pre-emption and as such the judgment and decree of the learned trial court be set aside. While perusing the document on record and the evidence produced by the parties in the case, it is found that the sale deed Ex.P1 dated 10.5.88 has been duly proved. Sube Singh PW.2, who is attesting witness of the sale-deed has stated on oath that the sale deed Ex.P1 executed in favour of the plaintiff-respondent and he had signed as a witness. Om Parkash PW.4 who purchased the land in question on behalf of the plaintiff-respondent also came in the

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witness box and deposed that the land was purchased by him from Pirthi Singh for the plaintiff-respondent for a consideration of 2000/- vide sale-deed Ex.P.1 and the entire sale consideration and stamp charges were paid by the plaintiff-respondent. The plaintiff respondent also came in the witness box as PW.5 and who proved his case in the entirety. The sale deed Ex.P.1 shows that the entire sale consideration was received in cash by vendor Pirthi Singh and possession of the land had been delivered to the vendee. If no consideration has been passed to vendor Pirthi Singh as alleged by the defendant-appellant, and fraud was played upon, then it was for Pirthi Singh vendor to have come to the Court and to assert the pleas of fraud and non-payment of consideration. This is missing in the instant case. On the other hand, the execution of the sale deed Ex.P.1 dated 10.5.88 fully proved. The arguments that sale-deed dated 10.5.98 was executed a day before the execution of sale dated 11.5.88 and that the plaintiff-respondent was not present at the time of sale deed dated 10.5.88 and the same was executed for a very meagre amount of 2,000/- and is in favour of bother-in-law of son of Pirthi Singh vendor, resident of Bulland Sehar (U.P.) are without any merit because there is no evidence on record to presume that the parties to the sale deed never intended to execute the same and the sale- deed Ex.P.1 is a sham transaction.

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Merely levelling an allegation is not sufficient to prove that there was no sale. Pirthi Singh is a co-sharer along with Jai Narain Singh, who i.e. Jai Narain Singh) sold the suit land vide sale-deed dated 11.5.38 for a consideration of Rs. 2,000/- in favour of the defendant-appellant, whereas Pirthi Singh another co-sharer had sold 2 Kanals of land on 10.5.33 in favour of the plaintiff-respondent. Thus, the question arises that on 10.5.89, by purchasing two killas of land vide sale-deed Ex.P-1, whether the plaintiff-respondent became a co-sharer or not? The answer is that Binnu Singh, plaintiff- respondent who purchased the land measuring 2 Kanals on 10.5.88, vide sale deed Ex.P-2 has become a co-sharer on that date i.e. 10.5.1988 in the light of above discussion It is another thing that after 10.5.98 another sale-deed on 11.5.38 183 come into existence in which another co-sharer, name. Jai Narain Singh sold the suit land measuring 4 Kanals to defendant appellant on 11.5.88 by executing the sale-deed Ex.P/5/. On 11.5.89, the plaintiff-respondent had a preferential superior right of pre-emption being a co-sharer in the joint khewat. Not only this, there is an admission of the defendant-appellant regarding joint status of the parties regarding the validity of the sale deed- Ex-P.1 in his application EX.PW3/A dated 27.5.1989 presented to Asstt. collector IInd Ist Grade. Jhajjar for partition of the suit land. This shows that

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defendant-appellant before issuance of processes in the present suit omitted the correctness of the sale in favour of the plaintiff-respondent. In view of this, the argument advanced by the learned counsel for the defendant- appellant that this admission came subsequently can be withdrawn and actually has been withdrawn vide application EX.D. 1 dated 24.10.1988 and so that admission has no force now, is without any merit. In the present case, the defendant-appellant was not at all ignorant of the execution of the sale-deed Ex.P.1 in favour of the plaintiff-respondent as is evident from the above discussion and so he cannot be allowed to withdraw his admission later on just when he found that it will not suit him. It is not the spirit of the law that a party at one time may take a plea which is in his favour and then give up that plea when it was not in his favour by taking any other plea subsequently. In the instant case the defendant-appellant earlier on 27.5.88 vide Ex.PW.3/A while making an application before Asstt. Collector IInd \Grade in its para-3 admitted the factum of sale of 2 Kanals of lend in favour of the plaintiff-respondent for a consideration of Rs. 2000/-. The case before Asstt. Collector IInd Grade Jhajjar, filed by the defendant- appellant was that the necessary partition amongst the parties be effected Later on, the defendant- appellant has taken the plea that the admission in the application dated 29.5.1988 is

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not binding upon him and he withdraws cannot be allowed in the circumstances of the case. There is no fraud or mis-representation from where it be considered that the defendant-appellant due to fraud or mis- representation filed the application vide Ex. PW3/A before the Asstt. Collector IInd Grede for partition of the land joint among the parties. The learned trial court was right in holding that the defendant- appellant cannot withdraw his admission in the circumstances of the case.

9. *The Hon'ble Supreme court of India in Nagiadas Ramdas Vs. Dalpat Ram Tebharam 1974 Cur. L.J. 57, has held that admission in pleas or judicial admissions admissible under section 58 of the Evidence Act made by the parties and on a higher footing than evidentiary admissions. The Hon'ble Supreme Court of India has further held that the former class of admissions are fully binding on the party that makes them and constitute a waiver of the proof. In other words, the admission made by the defendant- appellant in his pleadings before Assistant Collector IInd Grade which are in the nature of judicial proceedings, are binding and the defendant-appellant cannot be allowed to withdraw the same.*

10. *In view of the above discussion, it is held that by virtue of sale-deed Ex..1 dated 10.5.98 the plaintiff-*

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respondent has become co-sharer in the suit land and as such has a preferential right to pre-empt the sale in question.

11. The defendant-appellant also cannot take the plea of benami transaction in view of the Benami transaction (Prohibition) Act, which is retrospective in nature. This point finds favour from Narinder Kumar Jain & ors. Ve. Muni Subrat Mass Jain & ore 1989 (2) P.L.B. 453.

12. So far as the payment of stamp charges and registration charges incurred by the defendant-vendee-appellant are concerned, those expenses will be borne by the plaintiff. respondent as pre-emptor has to take over the entire bargain from the vendee, in view of the law laid down in Ram Saran & Ors Vs. Kanwal singh & Ors 1964 P.L.F. 988.

13. Taking the above held discussion into consideration the case of the plaintiff-respondent for possession by way of pre-emption stands proved. The findings of the learned trial court, thus, deserve to be affirmed. In view of all this, the reliance made by the learned counsel for the defendant-appellant upon Rakshi Jaswant Singh Vs. Smt. Pushparevi & Ors. 1988-1 P.L.R. 478, Smt. Gangabai Vs. Smt. Chhobubai' 1982 R.

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L.R. 92, Ranian and another Vs. Lt. Sewa Singh and Ors. A.I.R. 1972 Pb & Hr. 333, Shri Krishan Vs. Kurukshetra University, Kurukshetra, AIR 1976,5.C. 376 Pr Pritam Kaur Vs. Deputy Custodian General Evacuee Property, New re lhi etc. 1978 Cur. L.J. 203, and Ouseph Chacko Vs.Ramen Nair 1989 (2) All India land Law Reporter, 357 is found of no help to the defendant appellant.

14. As a result, the appeal fails and the same is hereby dismissed while upholding the judgment and decree dated 31.7.1990 of the learned trial court. The parties are left to bear their own costs. Decree sheet be prepared and file be consigned to record room.”

10 Aggrieved thereof, the instant second appeal has been filed.

11 The learned counsel appearing on behalf of the appellant-defendant has vehemently argued that both the Courts have failed to take into consideration the true nature of the transaction between the parties and that it was a sham transaction. The Courts have just examined the issue of fraudulent transaction and have held that for a plea of fraud to exist, only the person who has been defrauded is entitled to challenge the sale deed and since

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Prithi Singh has not raised any challenge, hence, the plea of fraud on behalf of the appellant-defendant is not maintainable. He contends that the aspect of sham transaction which is collusive between vendor of the respondent-plaintiff along with the vendor of the appellant-defendant has not been examined. He contends that the entire circumstantial evidence as well as contemporaneous circumstantial evidence and the admissions made by the witnesses examined by the respondent-plaintiff clearly establishes that the transaction in question was a sham transaction and done solely to defraud the appellant-defendant. The counsel points out the following suspicious circumstances which reflect towards the transaction being a sham transaction:-

- (i) That the respondent-plaintiff is brother-in-law/Sala of Gian Singh – son of Prithi Singh. He was resident of Hassan Pur, Tehsil Khurja, District Bulland Seher, Uttar Pradesh and did not own any property whether residential or otherwise in village Lohri, hence, there was no reason or occasion for him to purchase 02 kanals of land in this village;

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- (ii) That the sale deed was executed on 10.05.1988 by Prithi Singh in favour of the respondent-plaintiff for a total sale consideration of Rs.2,000/- i.e. Rs.1,000/- per kanal while the sale deed executed in favour of the appellant-defendant on the next date i.e. 11.05.1988 was for a sale consideration of Rs.20,000/- i.e. @ Rs.5,000/- per kanal. He contends that the sale transaction would have been executed at 1/5th of the prevailing market price and that too just one day prior to the date of execution of the sale deed in favour of the appellant-defendant;
- (iii) That the appellant-defendant never appear before the authorities for getting the sale deed executed in his favour. One Om Parkash (PW.4) had actually appeared at the time of registration of the sale deed. No part of the sale consideration was paid in the presence of the witnesses or the Sub Registrar on the date of execution of the sale deed;

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- (iv) That even the stamp papers were not purchased by the respondent-plaintiff and, in fact, had been purchased by vendor Prithi Singh;
- (v) There is contradiction in the testimony of the witnesses of the respondent-plaintiff who stated that Binnu Singh had no relationship with the vendor Prithi Singh whereas the said relationship stood established as per the testimony of above witnesses;
- (vi) He submits that the attesting witness PW-2 Sudhir Singh stated in his cross-examination that he knew Om Parkash (PW.4) but did not know the relationship between Om Parkash. Prithi Singh and purchaser Binnu Singh and that he had never seen the respondent-plaintiff and does not even know him. He had also not seen the land in question. He further refers to the testimony of Om Parkash who had actually got the sale deed executed on behalf of the respondent-plaintiff Binnu Singh. He also stated that he had no relationship with Binnu Singh and that Binnu

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Singh was brother-in-law (sala) of Gian Singh son of Prithi Singh. He also admits that Binnu Singh had not given any letter or power of attorney to him to get the sale deed executed on his behalf. He, however, submits that he had received the sale consideration in cash and that he had given the same to vendor Prithi Singh at his home. He states that payment was made on the date when the sale deed was executed but no receipt was obtained. Binnu Singh the respondent-plaintiff while appearing as PW-5 admitted that he is in service in Delhi and that he has no other land or property in village Lohari. He admitted that Gian Singh is his brother-in-law (Jija) and that no prior agreement had been executed between the parties. It was stated that he purchased the land for setting up a factory but the same was not sufficient and also admitted that no factory had ever been established. He further admitted that Om Parkash (PW-4) was his *Mausa* (the said aspect was denied by Om Parkash while

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appearing as PW-4). Surprisingly, the respondent-plaintiff Binnu Singh pleaded ignorance about the name of the family members such as father, mother, the brother's sister etc. He stated that he had given money to Om Parkash to buy land on his behalf and that Om Parkash never informed him about the purchase of land. He also acknowledged that no power of attorney or authorization was given to Om Parkash by him and that he had come to meet Om Parkash three days after the execution of the sale deed. Further, on being cross-examined about deposit of *zere panjam*, he pleaded ignorance about the name of any Advocate and that he had heard about the name in village Lohari and engaged him to institute the plaint on his behalf. He also showed ignorance about the actual land or the site of the land.

12 Referring to the above, counsel contends that the said circumstances clearly show that the entire transaction

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was a sham transaction only to defeat the rights of the appellant-defendant and that he cannot be prejudiced solely on account of not being the person defrauded. Even though the circumstances clearly reflect that execution of the sale deed by Prithi Singh in favour the respondent-plaintiff was an attempt to defraud the appellant-defendant. He further submits that as per the law laid down by the Hon'ble Supreme Court, the settled position in law is that right to seek pre-emption is a piratical right and all means necessary for defeating it can be resorted to. It is submitted that if the two views are possible, the one which defeats the right of pre-emption is to be accepted. Reliance is placed on the judgment in the matter of **Bachan Singh (deceased) through his legal representatives Vs. Chuhar Singh alias Ajmer Singh (since deceased) through his legal representatives, reported as 2022 (3) RCR (Civil) 584.** The relevant extract thereof reads thus:-

*“14. As per the law laid down by a Constitution Bench of the Supreme Court in **Pankajakshi (dead) through LR's & Ors. vs. Chandrika & Ors. [2016(6) SCC 157],***

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there is no requirement for framing of substantial questions of law.

*15 In the present case the legal position as it emerges is that as per the law laid down in the **Shyam Sunder's** case (supra) the right of the plaintiff-respondent herein to pre-empt the sale survives in as much as the Haryana Amending Act, 1995 to the Punjab Pre-emption Act, 1913 has been held to be prospective in nature. The second legal position which emerges is that as per Section 17-A of the Land Tenures Act, in case of a tenant on the suit land, the sale of said land has been held to be not preemptible.*

*16 Before adverting to the facts of the present case, a closer look at the law of pre-emption would be necessary. The Constitution Bench of the Supreme Court in the case of **Shyam Sunder** (supra) inter-alia held as under:*

“18. In modern time, the right of pre-emption based on statutes is very much a maligned law. During hearing of these appeals such rights have been characterised as feudal, archaic and outmoded and so on. But its origin which was based on custom and subsequently codified was out of necessity of the then village community and society for its preservation, integrity and maintenance of peace and security. In changed circumstances, right of pre-emption may be called outmoded, but so long it

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is statutorily recognised, it has to be given the same treatment as any other law deserves. The right of pre-emption of a co-sharer is an incident of property attached to the land itself. It is some sort of encumbrance carrying with the land which can be enforced by or against the co-owner of the land. The main object behind the right of pre-emption either based on custom or statutory law is to be prevent intrusion of stranger into the family holding or property. A co-sharer under law of pre-emption has right to substitute himself in place of stranger in respect of portion of the property purchased by him meaning thereby where a co-sharer transfers his share in holding, the other co-sharer has right to veto such transfer and thereby prevent the stranger from acquiring the holding in an area where law of pre-emption prevails. Such a right at present may be characterised as archaic, feudal and outmoded but this was law for nearly two centuries either based on custom or statutory law. It is in this background the right of pre-emption under statutory law has been held to be mandatory and not mere discretionary. The Court has no option but to grant decree of pre-emption where there is a sale of a property by another co-sharer. And for that reason the Courts consistently have taken view that where there is a sale of holding or property by a co-

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sharer, the right of pre-emption is required to be settled at the earliest either on pre-emptor's proving his qualification to pre-empt on the date of the sale, on the date of filing of suit, and on the date of the decree of the Court of the first instance or vendee improving his status till the adjudication of suit for pre-emption and after adjudication of suit any loss of qualification by the pre-emptor or vendee improving his status equal or above to right of pre-emptor is of no consequence. In Zabur Din v. Jalal Din (supra) a full Bench of Lahore High Court while expressing necessity for settlement of rights of the parties at the earliest, held thus:

“It seems to be essential that a line should be drawn at some stage when the race between a pre-emptor and a vendee ought to come to an end and after having the well known landmark of the date of the sale behind - as one now must – the farthest limit that can be granted to a vendee is that of the time of adjudication of the suit by the trial Court.” (Emphasis supplied).”

The right of pre-emption has been held to be a very weak right and a piratical right which can be defeated by all legal means.

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17 This Court in the case of **Hardial Singh** (supra) has held as under :

“6 In any case, the matter does not rest here. The plaintiffs produced Patwari Kuldip Singh P.W. 9. In his examination-in-chief, he has stated that the notice of the change of Girdawari was given to the landowners but he again stated that he has not brought the notice file nor they maintain any such file. From this it has been inferred by the Courts below that no notice as such was given to the landowners before effecting the change in the Khasra Girdawari. From the perusal of the report Exhibit P.W. 7/B, it is found that it was made on the basis of an application made by the vendees. It has been recited therein that the necessary correction has been made as per averments in the application and the Patwari Halqa was directed that he should inform the landowners to that effect. Apart from that, that is not the only evidence on which the lower appellate Court has come to the conclusion that the vendees were the tenants at the time of sale. Admittedly the three vendors are in service and, therefore, could not be in self-cultivation of the suit land as such. It was for them to show that through whom the land was being cultivated by them. No such evidence was led by the plaintiff. Moreover, no effort was

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made by the landowners to get the said entry corrected at any time. Their silence and inaction also shows that the entries were correct. Moreover, apart from the revenue entries being in favour of the defendants, the plaintiff has also not been able to establish that the suit land was really in possession of the vendees in Rabi 1977. In such a circumstance the matter had to be decided on preponderance of evidence for and against and not necessarily on the basis that the vendee had to conclusively prove that he was a tenant on the land in dispute under the vendors at the time of the sale, as held by a Division Bench of this Court in Gurdev Singh v. Barjinder Singh and others, 1973 PLJ 314. In these circumstances, there being a concurrent finding of fact by both the Courts below, that the vendees are the tenants on the suit land, the same could not be said to have been vitiated in any manner. Moreover, I do not find any illegality or infirmity in the said finding as to be interfered with in second appeal.”

*18 The Supreme Court in the case of **Sulleh Singh vs. Sohan Singh [AIR 1975 SC 1957]** has held as under:*

“12. This Court in Naguba Appa v. Namdev, AIR 1954 Supreme Court 50, held that the directions

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given by the Trial Court are mandatory under the provisions contained in Order 20 Rule 14 of the Civil Procedure Code. This Court in Naguba Appa's case (supra) said that "mere filing of an appeal does not suspend the decree of the Trial Court and unless that decree is altered in any manner by the Court of Appeal, the pre-emptor is bound to comply with that direction".

13. In Dattaraya s/o Keshav Tawalay v. Shaikh Mahboob Shaikh Ali & Anr. [1969]2 SCR 514, this Court said that a decree in terms of Order 20 Rule 14, imposes obligations on both sides and they are so conditioned that performance by one is conditional on performance by the other. To illustrate, if the defendants by obtaining the stay order from the High Court relieve themselves of the obligation to deliver possession of the properties the plaintiff-decree-holder must also be deemed thereby to be relieved of the necessity of depositing the money so long as the stay order continues.

14. In the present case, the lower appellate court did not grant any stay to the plaintiffs-respondents. In view of the fact that the plaintiffs respondents did not deposit the amount as directed by the Trial Court on or before 1 April, 1969, it became mandatory on the lower

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appellate court by reason of the ruling of this Court in Naguba Appa's case (supra) to dismiss the suit. The observations of this Court in Naguba Appa's case (supra) that the pre-emptor is bound to comply with the directions of the Trial Judge unless that decree is altered in any manner by a Court of Appeal do not mean that where the deposit is not made in accordance with the directions of the Trial Court, the appellate court can extend the time for payment. Thereafter, the lower appellate court was in error in extending the time for payment till 2nd August, 1969.

15. In Naguba Appa's case the pre-emption money was not deposited within the time fixed in the decree. The pre-emptor made an application to the Court for making the deposit without disclosing that the time fixed by the decree had elapsed. The application was allowed. The defendant, when apprised of the situation, made an application to the Court to the effect that the plaintiff's suit stood dismissed on account of his failure in making the deposit in time. The Trial Judge held that the pre-emption money not having been paid within the time fixed in the decree the suit stood dismissed. On appeal the decision was set aside. On second appeal it was restored and it was held that the suit stood

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dismissed under Order 20, Rule 14 Civil Procedure Code. An appeal was preferred against the judgment of the High Court this Court held that the High Court was right in holding that the pre-emptor's suit stood dismissed by reason of his default in not depositing the pre-emption price within the time fixed in the Trial Court's decree."

13 Reliance was also placed on the Full Bench judgment of this Court in the matter of **Than Singh and others Vs. Nandu and others, reported as AIR 1978 (P&H) 94**, to contend that in a suit for pre-emption, there is no bar against the power of the Court to enquire into the true nature of a transaction. It was also held by the Full Bench that pre-emption law being a relic of feudalism and creates a very weak right and the vendor can by all legitimate means defeats such a right and if two views are possible in a pre-emption case the one which defeats the right of the pre-emptor has to be accepted.

14 Reliance was also placed on the judgment in the matter of **Ramesh Kumar Vs. Karnail Singh and another,**

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reported as 2015 (3) RCR (Civil) 876. The operative part of the judgment reads thus:-

“16. Right of pre-emption is a piratical right and can be defeated by all legitimate means, is a proposition of law which is of no dispute. In [Than Singh and Others Vs. Nandu Kirpa Jat and Others](#), AIR 1978 P&H 94 : (1978) 1 ILR (P&H) 76 , it was held that the pre-emption law is a relic of feudalism and creates a clog on the right of the owner to alienate his property to a person of his choice and thus is a very weak right. It was further held that if two views are possible in a pre-emption case, the one which defeats the right of pre-emption is to be accepted.”

15 Reliance was also placed on the Division Bench judgment of this Court in the matter of **Umrao Vs. Shrimati Nihali and others, reported as 1984 PLJ 511** to contend that genuineness or otherwise of the impugned transaction which affect the right of pre-emption has to be gone into and the averments contained in a sale deed would not be sufficient to deprive the party concerned to impugn the same on the ground that the same is a sham and fictitious one. The operative part of the judgment reads thus:-

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“7. We are, however, unable to subscribe to the above view of the learned Single Judge to the effect that merely because there is a reference of a certain lease deed in the sale deed, the vendees are obliged to accept the sale subject to such a lease and that they (vendees) are not entitled to urge that they are not bound by the said lease because it was a sham and bogus one or that it was never acted upon. There is no gainsaying that the vendee is entitled to defeat the right of pre-emption by any legitimate means. At the same time, it cannot be said that this object may be achieved by bringing about a transaction which is not genuine or which is not intended to be acted upon. If it is laid down as a general rule of law that whenever the vendees, either on their own or in collusion with the vendor, can create a bogus transaction for the purpose of defeating the right of pre-emption, everyone would be bound by such a transaction, it would lead to disastrous results and would tantamount to practically eliminating the right of pre-emption which could not be the intention of the Legislature while enacting the Punjab Pre-emption Act. The genuineness or otherwise of the impugned transaction which affect the right of pre-emption has to be gone into and the mere fact that there is a mention of the said transaction in the sale deed, would not deprive the party concerned to impugn the said

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transaction on the ground that it is a sham and fictitious one. The learned counsel for the vendees has rightly placed reliance upon Gurinderjit Singh v. Gurdip Singh and others AIR 1972 Punjab and Haryana 322, which lays down the correct law on the point. We, therefore, overrule Tara Singh's case (supra) to the extent indicated above.”

16 Reliance was also placed on the judgment in the matter of **Gurinderjit Singh Vs. Gurdip Singh and others, reported as 1972 PLJ 88**, to support the argument that the right of pre-emption can be defeated by a vendee by legitimate means. The operative part of the judgment reads thus:-

“13. It is true that a vendee can defeat a pre-emptor's right by legitimate means, but this object cannot be obtained by bringing about a transaction, which is not genuine or intended to be acted upon and this is precisely what has happened in the instant case.”

17 Reliance was also placed on the judgment in the matter of **Dalel Singh and another Vs. Kalu and others, reported as 2015 (2) RCR (Civil) 682**, which again declares that a pre-emption being a piratical right can be defeated by all lawful means and if

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two views are possible in a given situation, then the view, which defeats the right of pre-emption has to be accepted. The operative part of the judgment reads thus:-

“32. Law of preemption is very settled. In case two views are possible in a given situation, then the view, which defeats the right of preemptor has to be taken. Preemption is a piratical right and the same can be defeated by all lawful means. In a given case, preemptor can be non-suited for want of proving incidence of tenancy.”

18 Opposing the same, counsel for the respondent-plaintiff has argued that both the Courts below have held in his favour. He contends that the facts which remain undisputed are that a valid sale deed had been executed in favour of the respondent-plaintiff for a sale consideration. The witnesses duly stepped into the witness box to substantiate the sale transaction and that the same has not been challenged by any competent person. The said sale has been executed on 10.05.1988, hence, on the date when the sale deed was executed in favour of the appellant-defendant on 11.05.1988, he was already a co-sharer and thus had a right to seek pre-emption. He further contends that the sufficiency of

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consideration cannot be gone in favour of a third party and is a matter between the vendor and the vendee in the concerned transaction. He also argued that the case being set up by the appellant-defendant about Prithi Singh to defraud the appellant-defendant is invalid since there was no occasion for Prithi Singh to execute the sale deed in favour of Binnu Singh for claiming pre-emption especially when Prithi Singh is the co-sharer in the land and could have invoked his right of pre-emption. It is also argued that there can no presumption against the respondent-plaintiff about his bona fide merely because he did not own any land and property but the land in question was purchased by him to set up the factory but as the loan was not approved, the same could not be set up. He has reasserted that being a lawful purchaser of consideration and a co-sharer as on the date of execution of the sale deed in favour of the appellant-defendant, he has a preferential right to claim possession by way of pre-emption.

19 Learned counsel for the respondent-plaintiff places reliance on the judgment of the Hon'ble Supreme Court in the matter of **Jai Singh and others Vs. Gurmej Singh, reported as 2009 (1) RCR (Civil) 874**, which recognizes the right of a co-

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owner to seek pre-emption of the sale. The operative part of the judgment reads thus:-

“9. Sale of subsequent portion of the land out of the joint holding by one of the co-owners is nothing but a sale of a share out of the joint holding and is pre-emptible under Section 15(1)(b) of the Act. It is to be noted that the judgment in Bhartu's case (1981 PLJ 204) had the seal of approval of this Court in Pokhar (dead) by Lrs. and Ors. v. Ram Singh (Civil Appeal No. 4418 of 1986 disposed of on August 14, 2001).”

20 Reliance was also placed on the judgment in the matter of **Kehar Singh and others Vs. Balbir Singh and others, reported as 2010 (4) RCR (Civil) 21.** The operative part of the judgment reads thus:-

“2. A few related facts pleaded by the parties are that Harbhajan Kaur (defendant No. 3) and Amrit Singh (defendant No. 4) sold land measuring 10 kanals 13 marlas comprised in khewat No. 19 rect. No. 23 Killa No. 12(8-0), 13 (8-0) being 2/3 share, out of total agricultural land measuring 16 kanals as per jamabandi for the year 1986-87, alongwith all the rights appurtenant thereto, situated in the revenue estate of village Manak Majra, to the vendees/defendants No. 1 and 2 vide sale deed dated

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17.5.90 for an ostensible consideration of Rs. 1.33,000/- It was alleged that the amount of Rs. 1,00,000/- was given by the vendees to the vendors and the remaining amount was otherwise incorporated in the sale deed in order to ward off the prospective pre-emptors and that no notice of the sale was given to the plaintiffs who had become co-sharers in the joint khewat by way of purchase on the basis of sale deed dated 17.5.1988. As per averments brought on record, the possession was sought by way of pre-empting the impugned sale deed dated 17.5.1990 by the vendors to the vendees on the ground of co-sharership. In the written statement, besides raising preliminary objections, on merits, it is alleged that defendants No. 3 and 4 had sold land measuring 10 kanals 13 marlas in their favour for a consideration of Rs. 1.33,000/- on the basis of which mutation was also sanctioned. It is denied that the plaintiffs are the co-sharers and have got any right of pre-emption in respect of the suit land. On the pleadings of the parties, following issues were framed :-

"1. Whether the plaintiff being co-sharer have got a superior of pre-emption to pre-empt the suit land? OPP.

2. Whether the plaintiffs have no locus standi to file and maintain the present suit? OPD.

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3. Whether the pre-emption money has not been deposited in time? OPD

4. Relief.

5. One additional issue was framed.

1-A Whether the defendants have spent Rs. 30,000/- on the suit land by installing tube-well etc.? OPD."

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4. The vendees preferred their first appeal under Section 96 of the Civil Procedure Code 1908 (for short 'CPC') in which he had basically raised two arguments. Firstly, that the plaintiffs are not co-sharers in the land in question because vendees-plaintiffs had purchased a specific khasra number out of joint khewat and secondly, that after the preparation of Naksha B, the status of the plaintiffs as co-sharers was over to claim superior rights of pre-emption. Both the arguments raised by the arguing counsel were rejected by the learned court below.

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7. Learned counsel for the appellant has raised the same arguments that since the plaintiffs-defendants have purchased land of specific khasra numbers, out of the joint khewat, therefore, they could not be

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considered a co-sharer with him. In this regard, it would now be worthwhile to mention that there is no more conflict between the two judgments of this Court, reported as Lachhman Singh v. Pritam Chand and another, 1970 P.L.R. 341 and Bhartu v. Ram Sarup, 1981 P.L.J. 204 because in the latest decision of the Full Bench of the strength of Hon'ble five judges in the case of Ram Chander v. Bhim Singh and others 2008 (3) RCR (Civil) 685 it has been held that view taken in Bhartu's case (supra) is correct. It is also pointed out that in the case of Jai Singh v. Gurmej Singh, 2009(1) R.A.J. 663: (SC) 2009(1) RCR (Civil) 874, the Supreme Court has held that in case of sale of specific portion of land by one of the co-owners out of joint khewat, the other co-owner has a right to pre-empt the sale under Section 15(1) (b) of the Punjab Pre-emption Act 1913. In so far as second arguments is concerned, the status of co-sharers does not come to an end with preparation of Naksha B but after the instrument of partition is prepared. In this regard the learned counsel for the respondent has relied upon a judgment of this Court in RSA No. 316 of 1994 in case titled as Mehar Singh and Others v. Ajmer Singh and others, in which the Court relying upon the judgment reported as Pritam Singh v. Jaskaur Singh, 1993(1) R.R.R. 390 : 1992 PL.J 435, has held that as per under Sections 111 to 123 of the Punjab Land Revenue Act, 1887, in the absence of

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instrument of partition, there can be no severance of status of co-sharer.”

21 I have heard the learned counsel for the respective parties and have gone through the documents available on record as also the judgments relied upon by them in support of their respective case.

22 The position in law that a co-sharer has a right to seek pre-emption of a sale in his favour is not disputed. The position in law also remains uncontroverted that the right of pre-emption is a piratical right and stands on a weak footing as it takes away the right of true owner to alienate his property to any person of his choice. Further, the position in law also remains well settled that a Court of law can ascertain the real nature of the transaction between the parties and where the transaction appears to be dishonest or a sham transaction, the same may be disregarded by a Court. While the factum of execution of sale deed for the purported sale consideration is not disputed and also considering that sufficiency of consideration may not be a relevant criteria for challenging a sale deed, however, it has to be considered that the said bar would operate against the vendor to challenge the sale

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deed after its execution. So far a person defending his sale deed against a right of pre-emption being claimed against him is concerned, the totality of circumstances have to be seen to ascertain whether the probability of the transaction being sham is strong and well carved out or not. In the said background, the circumstances as culled out below raise a suspicion in the mind of the Court:-

- (i) The sale deed in question is executed by Prithi Singh in favour of his brother-in-law (sala) of his son one day prior to the execution of the sale deed by Jai Narain Singh in favour of the appellant-defendant at a sale consideration of Rs.1,000/- per kanal whereas the land in same village is being sold on the next day at a price of Rs.5,000/- per kanal. The sale deed is thus at 1/5th of the prevailing market price and it cannot be assumed that there was any special circumstances as would determine a higher price for the land held by Jai Narain Singh in the same khewat;
- (ii) Still further, the manner in which the transaction has been undertaken i.e. that Binnu Singh never

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appear before the Registrar for getting the sale deed registered in his favour and did not even purchase the papers;

- (iii) It is also not the case of the respondent-plaintiff that there was any prior oral or written agreement amongst the parties. Since, the price in question would have been paid on the same day or a day prior. No explanation has been put forth by the respondent-plaintiff as to when was the payment handed over to Om Parkash who appeared on behalf of the vendee at the time of execution of the sale deed. Moreover, the respondent-plaintiff has also not given any explanation as to what were the compelling circumstances in which he could not appear before the Sub Registrar for getting the sale deed registered in his favour on 10.05.1988. The said aspect gains significance since no part of the sale transaction has been paid in presence of the Sub Registrar;
- (iv) That no explanation has been put forth that even though the respondent-plaintiff deposed in his

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testimony that Om Parkash was related to him being *Mausa ji*, however, Om Parkash while appearing as PW-4, denied having any relationship with the respondent-plaintiff. There is no reason why Om Parkash would have concealed about his relationship with Binnu Singh;

- (v) Another startling feature is that neither Om Parkash nor the appellant-defendant claim to have seen the land. It would be highly unlikely that any purchaser of land would enter into a transaction without seeing the actual land or status/location of the land;
- (vi) Even though the respondent-plaintiff had stated that he had given money to Om Parkash to purchase some land for him but there is a remote probability that Om Parkash would end up purchasing the land belonging to father in law of his sister and without not being in knowledge of the same, it cannot be perceived that the offer made by the respondent-plaintiff was such a

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magnanimous offer that father-in-law of sister would have executed the sale deed without even inquiring about the price being offered. The sale deed being executed at 1/5th of the market price, no such circumstances also exist as to what was the inherent flaw or defect in the title of the land under which the land would be sold at 20% of the market price.

(vii) That the respondent-plaintiff has failed to submit any explanation as to how and under what circumstances did he know Om Parkash and why did he get him money to purchase land on his behalf without even execution of a power of attorney or any authority;

(viii) That the respondent-plaintiff filed the civil suit in the Court without knowing any lawyer and contends that he was informed about the name of the lawyer while in village Lohari. Even the witness to the sale deed denied execution of the sale deed in his presence or payment of any money;

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- (ix) Om Parkash who appeared on behalf of the respondent-plaintiff to get the sale deed executed is a resident of Lohari. It would be highly unlikely that if Binnu Singh actually wanted to purchase some land in village Lohri i.e. where his sister is married, he would confide in some person other than his brother-in-law or his sister for purchasing the land especially when the relationship between the parties were undeniably good;
- (x) Om Parkash stated that the agreement to purchase happened on the same day, when the sale deed was registered, if the said is the case, then there was no occasion for Binnu Singh to have paid money 5-7 days prior to the execution of the sale deed and it becomes highly unlikely that Prithi Singh would not have known about the vendee as the description of the vendee is specifically mentioned.

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23 All the aforesaid circumstances were specifically put to the counsel appearing on behalf of the respondent-plaintiff but he has failed to offer any satisfactory explanation about the above said circumstances which create a suspicion about the transaction being bona fide and lead to an inference on probability of circumstances that the transaction was a sham transaction.

24 Under the given circumstances, I find myself in agreement with the judgments cited by the appellant-defendant and I am of the view that the transaction in question is prima facie a sham transaction intended to seek enforcement of a right of pre-emption by creation of a sham transaction. The appellant-defendant is thus given his rights to object to and defeat the right of pre-emption by lawful means by leading evidence to impeach the validity of the transaction relied upon by the respondent-plaintiff for claiming a right of pre-emption. I would also find myself in agreement with the judgment of this Court which lay down that the power of the Court to look into the true nature of the transaction and to ascertain whether the same is genuine or not cannot be questioned. Further, the position in law remains well settled that right of pre-emption is a weak right and if two views are possible in a case of pre-emption, the one that defeats the right

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of a pre-emptor needs to be accepted. The circumstances culled out above convince this Court that the view of the sale dated 10.05.1988 not being a bona fide valid sale and rather being a sham transaction is strong.

25 The present regular second appeal is according allowed. The judgment and decree dated 31.07.1990 passed by the Court of Sub Judge Iind Class, Jhajjar as well as the judgment and decree dated 07.08.1991 passed by the Additional District Judge, Rohtak are set aside.

26 Pending, misc. application(s), if any shall also stand(s) disposed of accordingly.

November 29, 2024.
raj arora

(VINOD S. BHARDWAJ
JUDGE

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