

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

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2024:PHHC:037855

1. RSA-4519-2018 (O&M)
Date of decision: 15.03.2024

SHIV SHANKER ..Appellant
Versus

KRISHAN KUMAR ..Respondent

2. RSA-4875-2018 (O&M)

SHIV SHANKER ..Appellant
Versus

KRISHAN KUMAR ..Respondent

3. RSA-5688-2018 (O&M)

RAM LAL ..Appellant
Versus

KRISHAN KUMAR ..Respondent

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. Jagvinder Singh Santwal, Advocate
for the appellant.

ANIL KSHETARPAL, J(Oral)

1. These three connected regular second appeals are arising from three connected suits separately filed by the two appellants for the grant of decree of possession by way of specific performance of the three separate agreements to sell.
2. Both the Courts have held that three separate agreements to sell were executed only to secure repayment of the loan. It may be noted here that two suits were filed by Sh. Shiv Shanker, whereas, the third suit was filed by his first cousin Sh. Ram Lal for the grant of three decrees for possession by way of specific performance of the agreements to sell. All the three agreements to sell were executed on the same day. Two agreements to sell are claimed by Sh. Shiv Shanker in his favour. The proposed vendor is

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RSA-5688-2018 (O&M)

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the same. There is no reason as to why two separate agreements to sell were executed by the defendants in favour of Sh. Shiv Shanker on the same day. It has also come on record that there is yet another agreement in favour of Sh. Suresh Kumar. It is not disputed before this Court that Sh. Shiv Shanker and Sh. Ram Lal are first cousins. It is the case of the defendant, which has been executed by both the Courts below that Sh. Ram Lal, who is a brick kiln owner has manipulated all these agreements after getting his signatures/thumb impressions on blank stamp papers. Subsequently, Sh. Ram Lal also got the agreement to sell registered.

3. It is the case of the defendant that he borrowed Rs.2,00,000/- from Sh. Ram Lal as he desperately required the aforesaid amount.
4. It is also evident that in all the three agreements to sell, it was agreed that the sale deed would be executed after a period of complete one year. All the three suits were filed after a period of one year from the date when the sale deed was to be executed.
5. Consequently, finding no merit, all the regular second appeals are dismissed.
6. All the pending miscellaneous applications, if any, are also disposed of.

March 15th, 2024
Ay

(ANIL KSHETARPAL)
JUDGE

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