



IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

RSA-1694-2019 (O&M)
Date of Decision:06.02.2025

SMT. MURTI

... APPELLANT

Vs.

BILLU RAM AND OTHERS

... RESPONDENTS

CORAM: HON'BLE MR. JUSTICE DEEPAK GUPTA

Present:- Mr. Gurinder Pal Singh, Advocate, for the appellant.

DEEPAK GUPTA, J.

Suit for declaration with consequential relief of permanent injunction filed by plaintiffs-Billu Ram and Ram Singh (*contesting respondents herein*) was decreed by the trial Court on 16.11.2015. Appeal filed by defendant No.1-Smt. Murti (*appellant herein*) was dismissed by the First Appellate Court on 09.07.2018. Against these concurrent findings, defendant No.1 has approached this Court by way of present Regular Second Appeal.

2.1 According to plaintiffs, they purchased suit property from defendant No.1 by virtue of a registered sale deed No.5217 dated 13.09.2012 for sale consideration of ₹44,000/-. Said sale deed was executed in the presence of witnesses including son of defendant No.1 namely Subhash Chand. After execution of the sale deed, defendant No.1 was left with no title in the suit land but with a *mala fide* intention, she executed another sale deed No.6100 dated 15.10.2012 in favour of defendants No.2 to 4, and on its basis got sanctioned mutation No.1300 dated 31.10.2012. Plaintiffs came to know about the subsequent sale deed in favour of defendants No.2 to 4, when they approached the Patwari for getting the mutation sanctioned on the basis of their sale deed dated 13.09.2012. Plaintiffs contended that sale deed dated 15.10.2012 and subsequent mutation in favour of defendants No.2 to 4 are null and void. They prayed for necessary declaration to that effect and also to

restrain the defendants from interfering in the possession of the plaintiffs over the suit property.

2.2 Defendant No.1 contested the suit and alleged that her signatures were fraudulently obtained on the sale deed by misrepresenting that same were required for furnishing security for raising loan and as such, sale deed in favour of plaintiffs was not binding on her.

2.3 Defendants No.2 to 4 contested the suit and claimed to be *bona fide* purchasers.

2.4. Necessary issues were framed. Evidence produced by the parties was taken on record. Trial Court held the plaintiffs to be owner in possession over the suit property and that sale deed in favour of defendants No.2 to 4 was null, illegal and void, and accordingly decreed the suit.

2.5 Appellate Court affirmed the findings of the trial Court.

3. Assailing the above said concurrent findings, it is vehemently contended by Id. counsel for the appellant (*defendant No.1*) that the Courts below failed to appreciate the evidence on record to the effect that sale deed dated 13.09.2012 in favour of the plaintiffs was obtained fraudulently by taking her thumb impressions on the pretext that the same were required to furnish surety for raising the loan.

4. After perusing the judgments passed by the Courts below, this Court does not find any merit in the contention raised by counsel for the appellant. It has been rightly observed by the Courts below that sale deed dated 13.09.2012 (Ex.P2) is proved not only by the testimony of PW1-Billu Ram (plaintiff No.1), but further proved by PW3-Vikram Singh Yadav, Advocate, who had scribed the said deed at the instance of the vendor-defendant No.1. This witness testified that sale deed was read over and explained to the parties and the witnesses and only thereafter the vendor appended her thumb impressions on that. Most importantly, defendant No.1-Murti, who appeared in the witness box and alleged that sale deed in favour of plaintiffs was fraudulent in nature,

did not dare to examine her own son Subhash Chand, who had witnessed the sale deed (Ex.P2) in favour of the plaintiffs. As such, the First Appellate Court rightly observed that version of defendant No.1 to the effect that sale deed in favour of plaintiffs, was fraudulent in nature, could not be accepted as a gospel truth.

5. First Appellate Court also rightly observed that sale deed dated 15.10.2012 in favour of defendants No.2 to 4 had been executed more than 1 month after the sale in favour of the plaintiffs. At the time of executing the sale deed in favour of defendants No.2 to 4, defendant No.1 was left with no right, title or interest in the suit property and so, she could not convey any title to defendants No.2 to 4. Defendants No.2 to 4 have been rightly held to be not the *bona fide* purchasers, since execution of sale deed in itself is a notice to the party and general public.

6. In the aforesaid facts and circumstances, this Court does not find any ground to interfere in the well-reasoned concurrent findings of facts, as recorded by the Courts below. There is no illegality or perversity in the impugned orders. As such, holding the present appeal to be devoid of any merit, the same is hereby dismissed.

06.02.2025

Vivek

(DEEPAK GUPTA)
JUDGE

Whether speaking/reasoned?	Yes
Whether reportable?	-No