



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

1. RSA-411-2025 (O&M)
Date of decision :-11.11.2025

Suresh Devi
... Appellant
Versus
Baljeet Singh and others
... Respondents

2 RSA-418-2025 (O&M)

Suresh Devi
... Appellant
Versus
Baljeet Singh and others
... Respondents

3. RSA-421-2025 (O&M)

Suresh Devi
... Appellant
Versus
Baljeet Singh and others
... Respondents

CORAM: HON'BLE MR. JUSTICE VIRINDER AGGARWAL

Argued by :-
Mr. Vijay Kumar Sheoran, Advocate
For the appellant.



VIRINDER AGGARWAL, J.

1. This consolidated judgment is being delivered in exercise of the powers vested under Section 41 of the Punjab Courts Act, 1918, for the purpose of adjudicating and finally disposing of the captioned Regular Second Appeals (here-in-after referred to as “RSAs”). All the aforesaid appeals emanate from common judgments and decrees rendered by the Courts below and pertain to an identical set of transactions, involving concurrent questions of law and fact, warranting a unified determination through this composite pronouncement.

1.1. In light of the admitted commonality of the identity of parties across the connected appeals, and the consensus of learned counsel for both sides, this Court deems it expedient, in the interest of judicial economy, coherence, and consistency in adjudication, to dispose of all the appeals collectively through a single, composite judgment. Such a course, duly sanctioned under Section 41 of the Punjab Courts Act, 1918, ensures uniformity in legal interpretation and precludes the possibility of conflicting or incongruous findings emanating from an identical factual and legal substratum.

2. At the instance and with the concurrence of the learned counsel for the appellant(s) in each of the connected appeals, the factual matrix, for the purposes of this composite adjudication, is being drawn and delineated from the pleadings, documentary evidence, and records duly placed on file in the respective RSAs, together with the corresponding written statements, replies, and annexed documents forming an integral part of the record.

2.2. This methodology has been consciously adopted with a view to

ensuring that the factual matrix is presented in a manner that is both



comprehensive and precise, thereby faithfully delineating the entire sequence of events and transactions. The facts, responses, and issues arising in each appeal shall be articulated and addressed distinctly, so as to maintain conceptual clarity and analytical precision in the examination of the respective matters.

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3. For the sake of clarity, precision, and procedural consistency, and to facilitate a more coherent appreciation of the record, the parties shall hereinafter be referred to by their original nomenclature as “*plaintiffs*” and “*defendants*,” corresponding to their respective status before the learned Trial Court. This reference framework is being adopted to obviate any ambiguity in the course of this discussion and to maintain uniformity throughout the adjudicatory narrative.

3.1. The essential and consolidated factual matrix, meticulously distilled from the pleadings, documentary evidence, and proceedings on record, and forming the foundation of the present appellate adjudication, is delineated hereinafter so as to furnish a comprehensive, coherent, and accurate contextual framework for the appreciation of the issues in controversy and the determination of the legal questions arising in the present appeal, which are set out as under:-

“The present matter arises out of a suit for specific performance, declaration, and possession instituted by the plaintiff against the defendants, seeking specific performance of the agreement to sell dated 16.08.2011, and a declaration that sale deed No.421 dated 08.06.2012 and sale deed No.1727



dated 22.11.2012 are illegal, null, and void, along with a consequential relief of possession of the suit property.

The factual matrix, in brief, is that defendant No.1, being the owner in possession of land measuring 8 Kanals 15 Marlas situated in the revenue estate of village Badhra, Tehsil Charkhi Dadri, entered into an agreement to sell with the plaintiff on 16.08.2011 for a total sale consideration of ₹9,50,000/-, out of which ₹2,00,000/- was paid as earnest money, followed by an additional payment of ₹50,000/- on 30.11.2011, duly acknowledged by defendant No.1 on the reverse of the agreement. The plaintiff thus paid a total sum of ₹2,50,000/-.

Despite repeated requests and a legal notice dated 15.06.2012, wherein the plaintiff expressed his readiness and willingness to perform his part of the contract and marked his presence before the Sub-Registrar, Badhra, on 02.07.2012, defendant No.1 failed to execute the sale deed. Subsequently, defendant No.1 alienated the suit property to defendant No.2 Sanjay vide sale deed No.421 dated 08.06.2012, who in turn transferred it to defendant No.3 Smt. Suresh through sale deed No.1727 dated 22.11.2012.

Alleging these alienations to be collusive, illegal, and void ab initio, and asserting his continuous readiness and willingness to perform the contract, the plaintiff instituted the present suit seeking specific performance and consequential reliefs.”



4. Upon issuance of notice of the civil suits, Defendant No.1, by way of written statement, contested the suit, raising preliminary objections as to its maintainability, locus standi, and absence of cause of action. On merits, it was pleaded that no agreement to sell was ever executed, and the alleged document is a product of fraud and misrepresentation. It was asserted that the plaintiff, while being entrusted with the property for caretaking, procured defendant No.1's signatures on blank papers without consideration. Defendant No.1, a resident of Rajasthan, further averred that the suit property was validly sold to defendant No.2 Sanjay vide sale deed No.421 dated 08.06.2012, who subsequently transferred it to defendant No.3 Smt. Suresh vide sale deed No.1727 dated 22.11.2012. The suit was thus alleged to be false, vexatious, and devoid of cause of action.

4.1. Defendants No.2 and 3, in their joint written statement, raised similar objections and denied any prior agreement between the plaintiff and defendant No.1. They contended that defendant No.2 lawfully purchased the property from defendant No.1 for ₹12,05,000/- and later conveyed it to defendant No.3, both being bona fide purchasers for value without notice. The alleged agreement dated 16.08.2011 was termed fabricated and unenforceable, and the suit was prayed to be dismissed as meritless.

5. Upon a meticulous examination of the pleadings, documentary record, and submissions advanced by learned counsel for the parties, the Court, in the exercise of its adjudicatory discretion, was pleased to settle the issues for determination in order to delineate the precise contours of the controversy and facilitate a just resolution of the rival claims, which are as under:-



1. Whether the plaintiff is entitled to decree for specific performance of contract dated 16.08.2011 with regard to the suit property on the grounds mentioned in the plaint?OPP
2. Whether the plaintiff is entitled to decree for declaration to the effect that sale deed No.421 dated 08.06.2012 and sale deed No.1727 dated 22.11.2012 are illegal, null and void and liable to be set aside on the grounds mentioned in the plaint? OPP
3. Whether the plaintiff is entitled to decree for possession of the suit property?OPP
4. Whether the suit is not maintainable in the present form? OPD
5. Relief.

Further, following additional issue was framed by this Court vide order dated 30.05.2018:-

- 3A. Whether defendants No.2 and 3 are bonafide purchasers of suit property?OPD
6. Both parties were afforded ample and effective opportunities to adduce oral and documentary evidence in substantiation of their respective pleadings and claims. Upon the culmination of the trial proceedings, and after a comprehensive hearing of learned counsel for both sides, the learned Additional Civil Judge (Senior Division), Charkhi Dadri, rendered a reasoned judgment and decree in favour of the plaintiffs with the observation as under:-

“In view of the findings on Issues No.1, 2, 3, and 3A, the suit stands decreed with costs. The plaintiff is entitled to specific performance of the agreement to sell dated 16.08.2011 (Ex.P1). Defendant No.1 shall execute and register the sale deed of the suit property within three months on receipt of the balance sale consideration, failing which the plaintiff may do so through due



process of law. The sale deeds Nos. 421 (08.06.2012) and 1727 (22.11.2012) are declared null and void to the extent of the suit property, and the defendants shall deliver possession thereof to the plaintiff.”

6.1. Aggrieved by the said decree, the defendants/appellants preferred first appeals before the learned Additional District Judge, Charkhi Dadri. However, after an independent appraisal of the record and due consideration of the rival submissions, the learned First Appellate Court upheld the findings of the Trial Court and consequently dismissed the appeals, thereby affirming the impugned judgments and decrees in their entirety, findings are as under:-

“Consequently, finding no illegality or perversity in the judgments dated 25.09.2018, the appeals are dismissed with costs, while the cross-objections stand allowed with costs. The trial court’s findings are affirmed and upheld, save for the modifications pertaining to paras 29 and 30 in Baljeet v. Shish Ram & Ors. and the corresponding portions in the connected matters.”

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7. For the sake of procedural clarity and terminological uniformity, the parties shall, for the purposes of the present adjudication, be referred to in accordance with their original designation before the learned Trial Court, as “*plaintiffs*” and “*defendants*.” This convention is adopted to ensure precision, avoid interpretative ambiguity, and maintain consistency throughout the ensuing discourse.



7.1 The comprehensive and synthesized factual substratum, carefully derived from the pleadings, documentary evidence, and the proceedings forming part of the trial record, which constitutes the foundational basis for the present appellate scrutiny, is set forth here-in-below. This delineation seeks to provide a clear, structured, and contextually integrated framework for the analytical consideration of the issues in controversy and the adjudication of the legal questions arising for determination in the present appeal, as follows:-

“The present suit for specific performance, declaration, and possession has been instituted by the plaintiff seeking enforcement of an agreement to sell dated 27.09.2011 executed by defendant No.1 in respect of land measuring 10 Kanals 4 Marlas situated in the revenue estate of village Badhra, Tehsil Charkhi Dadri (“the suit property”).

The plaintiff asserts that a total sale consideration of ₹9,50,000/- was agreed upon, of which ₹3,00,000/- was paid as earnest money. Despite repeated demands and a legal notice dated 07.06.2012 signifying the plaintiff’s readiness and willingness to perform his part, defendant No.1 failed to execute the sale deed and, instead, alienated the suit property in favour of defendant No.2 vide sale deed No.353 dated 29.05.2012, who subsequently transferred it to defendant No.3 through sale deed No.1727 dated 22.11.2012. The plaintiff, terming both transactions illegal and void, seeks enforcement of the original agreement and possession of the suit property through this suit.”



8. Upon issuance of notice, the defendants entered appearance and contested the suit through written statements. Defendant No.1, while raising preliminary objections regarding maintainability, locus standi, and absence of cause of action, denied execution of the agreement to sell, alleging it to be a product of fraud. He contended that the plaintiff, under the guise of caretaking the property, obtained his signatures on blank papers without any payment of consideration. It was further asserted that defendant No.1, residing in Rajasthan, had not visited village Badhra for years and had lawfully sold the suit property to defendant No.2 on 29.05.2012, who in turn conveyed it to defendant No.3 on 22.11.2012.

8.1. Defendants No.2 and 3, in their joint written statement, adopted similar objections and denied any prior agreement to sell. They claimed to be bona fide purchasers for value without notice, having acquired the property after due verification of revenue records and inquiries. Both defendants contended that the suit was devoid of merit and liable to be dismissed.

9. The plaintiff filed replication reaffirming the averments of the plaint and specifically denying the defendants' assertions. Upon careful scrutiny of the pleadings, documents, and submissions of counsel, the Court, in its adjudicatory discretion, framed the following issues to precisely define the controversy and ensure an equitable adjudication of the parties' claims, which are as under:-

1. Whether the plaintiff and defendants had entered into an agreement to sell dated 27.09.2011, if so to its effect?OPP
2. Whether plaintiff has been always ready and willing to perform his part of contract dated 27.09.2011?OPP



3. If issues No.2 and 3 are proved, whether the plaintiff is entitled for the relief of specific performance of agreement to sell dated 27.09.2011?OPP
4. Whether the plaintiff has no cause of action and no locus standi to file the present suit?OPD
5. Whether the suit is not maintainable in the present form? OPD
6. Relief.

Further, following additional issue was framed by this Court vide order dated 30.05.2018:-

- 3A. Whether defendants No.2 and 3 are bonafide purchasers of suit property? OPD

10. Both parties were afforded ample and effective opportunities to adduce oral and documentary evidence in substantiation of their respective pleadings and claims. Upon the culmination of the trial proceedings, and after a comprehensive hearing of learned counsel for both sides, the learned Additional Civil Judge (Senior Division), Charkhi Dadri, rendered a reasoned judgment and decree in favour of the plaintiffs with the observation as under:-

“In view of the findings on Issues No. 1, 2, 3, and 3A, the suit merits acceptance and is decreed with costs. The plaintiff is held entitled to specific performance of the agreement to sell dated 27.09.2011 (Ex.P4) to the extent of 8 Kanal 4 Marla. Defendant No. 1 shall execute and register the sale deed accordingly within three months on receipt of the proportionate balance consideration, failing which the plaintiff may obtain execution through Court process. Sale deeds No. 353 dated 29.05.2012 and No. 1727 dated 22.11.2012 are declared illegal



and void to the aforesaid extent, and possession of the suit property shall be delivered to the plaintiff pursuant thereto.”

10.1. Aggrieved by the said decree, the defendants/appellants preferred first appeals before the learned Additional District Judge, Charkhi Dadri. However, after an independent appraisal of the record and due consideration of the rival submissions, the learned First Appellate Court upheld the findings of the Trial Court and consequently dismissed the appeals, thereby affirming the impugned judgments and decrees in their entirety, findings are as under:-

“Consequently, finding no illegality or infirmity in the impugned judgments dated 25.09.2018, the present appeals are dismissed with costs, while the cross-objections are allowed with costs. The trial Court’s findings are affirmed and upheld, save for the modifications relating to paragraphs 29 and 30 in Baljeet v. Shish Ram & Others and the corresponding portions of the connected judgments.”

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11. For the sake of procedural coherence and terminological consistency, the parties shall hereinafter be referred to as “plaintiffs” and “defendants,” corresponding to their original status before the learned Trial Court. This convention is adopted to ensure clarity, precision, and uniformity throughout the course of this appellate adjudication.

11.1. The essential and consolidated factual matrix, meticulously distilled from the pleadings, documentary evidence, and proceedings on record, and forming the substantive foundation of the present appellate



provide a clear, comprehensive, and contextually structured framework for the analytical appreciation of the issues in controversy and the adjudication of the legal questions arising for determination in this appeal are as under:-

*“The present suit, instituted by the plaintiff against the defendants, seeks specific performance of the agreement to sell dated **29.08.2011**, along with a declaration that sale deeds bearing Nos. **353 dated 29.05.2012** and **1727 dated 22.11.2012** are illegal, null, and void, and for possession of the suit property pursuant to such specific performance.*

*The plaintiff asserts that **defendant No.1**, owner in possession of land measuring **10 Kanal 4 Marla** (details per Jamabandi 2005–2006 and mutations Nos. 2814, 2891, and 4134, situated at village Badhra, Tehsil Charkhi Dadri), executed the aforesaid agreement for a sale consideration of ₹9,50,000/–, of which ₹2,00,000/– was paid as earnest money. Despite repeated demands and a legal notice dated **07.06.2012** expressing readiness and willingness to perform, defendant No.1 failed to execute the sale deed. Instead, he conveyed the suit property to defendant No.2 vide sale deed No.353 dated 29.05.2012, who subsequently sold it to defendant No.3 vide sale deed No.1727 dated 22.11.2012. Alleging these conveyances to be fraudulent and void, the plaintiff, asserting continued readiness and willingness, seeks enforcement of the original agreement and possession of the suit property.”*

12. Upon issuance of notice, the defendants entered appearance and contested the suit by filing written statements.



12.1. Defendant No.1, raising preliminary objections as to maintainability, locus standi, cause of action, and suppressio veri, denied execution of any agreement to sell, alleging fraud and asserting that his signatures and thumb impressions were procured deceitfully while he was unwell. He claimed to have lawfully sold the suit property to Defendant No.2 Sanjay vide sale deed dated 29.05.2012, who, in turn, conveyed it to Defendant No.3 Suresh Devi vide sale deed dated 22.11.2012. He denied receipt of any consideration or notice and contended that the suit is baseless and devoid of cause of action.

12.2. Defendants No.2 and 3, in their joint written statement, reiterated objections of maintainability and lack of cause of action, denying the existence of any agreement between the plaintiff and Defendant No.1. They asserted that Defendant No.3 is the lawful owner in possession, having derived valid title through bona fide purchase for value without notice after due inquiry and verification of records. They further maintained that the alleged agreement to sell dated 29.08.2011 was never disclosed to them and that the suit is misconceived and liable to dismissal.

13. Upon meticulous examination of the pleadings, record, and submissions, the Court, in the exercise of its adjudicatory discretion, framed the following issues to crystallize the controversy and facilitate a just determination of the parties' claims, as under:-

1. Whether the plaintiff is entitled to a decree for specific performance of agreement to sell dated 29.08.2011?OPP
2. Whether the plaintiff is entitled for permanent injunction as prayed for?OPP
3. Whether the plaintiff has no locus-standi to file the present suit?OPD



4. Whether the plaintiff has no cause of action to file the present suit?
OPD
5. Whether the suit is bad for mis-joinder and non-joinder of necessary parties?OPD
6. Relief.

Further, following additional issue was framed by this Court vide order dated 30.05.2018.-

- 2A. Whether defendants No.2 and 3 are bonafide purchasers of suit property OP

14. Both parties were afforded ample and effective opportunities to adduce oral and documentary evidence in substantiation of their respective pleadings and claims. Upon the culmination of the trial proceedings, and after a comprehensive hearing of learned counsel for both sides, the learned Additional Civil Judge (Senior Division), Charkhi Dadri, rendered a reasoned judgment and decree in favour of the plaintiffs with the observation as under:-

“In view of the findings on Issues No. 1, 2 and 2A, the suit merits acceptance and is accordingly decreed with costs. The plaintiff is held entitled to specific performance of the agreement to sell dated 29.08.2011 (Ex. P6) to the extent of 8 Kanal 4 Marla. Defendant No. 1 shall execute and register the sale deed for the said property in favour of the plaintiff upon receipt of the balance sale consideration within three months, failing which the plaintiff may obtain execution through due process of law. Sale deeds No. 353 dated 29.09.2012 and No. 1727 dated 22.11.2012 are declared illegal, null, and void to the aforesaid extent. The defendants shall deliver possession of the



said property to the plaintiff upon completion of specific performance.”

14.1. Aggrieved by the said decree, the defendants/appellants preferred first appeals before the learned Additional District Judge, Charkhi Dadri. However, after an independent appraisal of the record and due consideration of the rival submissions, the learned First Appellate Court upheld the findings of the Trial Court and consequently dismissed the appeals, thereby affirming the impugned judgments and decrees in their entirety, findings are as under:-

“Consequently, finding no illegality or perversity in the well-reasoned judgments of the learned Trial Court in all three civil suits, the present appeals stand dismissed with costs, while the cross-objections are allowed with costs. The trial court’s findings dated 25.09.2018 are affirmed and upheld, save for the modification pertaining to paragraphs 29 and 30 in Baljeet v. Shish Ram & Others and the corresponding portions in the connected matters.”

15. Aggrieved by the impugned judgments and decrees rendered by the learned First Appellate Court, the appellants have instituted the present three RSAs, invoking the jurisdiction of this Court.

16. I have carefully heard the learned counsel for the appellants in all three connected matters and have given anxious consideration to the submissions advanced, in conjunction with the pleadings, evidentiary record, and concurrent findings of the Courts below. The entire record has been meticulously scrutinized to examine and determine whether the impugned judgments and decrees suffer from any perversity, material irregularity, or



substantial error of law warranting interference by this Court in the exercise of its second appellate jurisdiction.

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17. Learned counsel for the appellant vehemently contended that both the learned Courts below have fallen into manifest error in failing to appreciate that the appellant/defendant is a bona fide purchaser for valuable consideration, having acquired the suit property without notice of any prior encumbrance or agreement to sell. It is urged that the Courts below misconstrued the pleadings and misappreciated the evidence adduced on record, thereby arriving at erroneous and unsustainable findings to the effect that defendant No. 1 had entered into an agreement to sell with the plaintiff.

18. It was further argued that the proforma respondent/defendant No. 2 had no knowledge, actual or constructive, of the alleged agreement to sell, and that the revenue records categorically reflected defendant No. 1 as the exclusive owner of the suit property at the material time. Consequently, it was submitted that both the appellant and proforma respondent No. 2, having purchased the property in good faith, for lawful consideration, and without notice of any antecedent claim, are entitled to the protection accorded to bona fide purchasers under law, and that the concurrent findings to the contrary are vitiated by legal infirmity and perversity in appreciation of evidence.

19. Upon a meticulous examination of the entire record, it emerges unequivocally that the plaintiff and the defendants are residents of the same village and members of the same family, a fact explicitly admitted by defendant in his written statement. The vendors and vendees, being closely related consanguineously, hail from the same revenue estate of village



Badhra, wherein the suit property is situated. Both the plaintiff, the appellant, and proforma respondent No. 2 are residents of the said village. In this factual backdrop, both the learned Courts below have rightly and concurrently held that it cannot be credibly asserted that defendant No. 2 and the appellant were unaware of the agreement to sell dated 16.08.2011 (Ex. P-1), which stands duly proved on record.

20. The execution of the agreement to sell and receipt of earnest money by defendant No. 1 have been conclusively established through the testimonies of PW-1 Hari Singh, '*Nambardar*', one of the witnesses, and PW-3 Bijender, the second witness, both of whom corroborated each other's depositions in material particulars. The plaintiff further substantiated the execution by producing the stamp vendor's register containing the admitted signatures of defendant Sita Ram. Although defendant Sita Ram attempted to set up a plea of fraud and misrepresentation, the same remained wholly unsubstantiated, and both the Courts below, relying on the well-settled principle enunciated by the Hon'ble Supreme Court in **Union of India v. M/s Chaturbhai M. Patel & Co., AIR 1976 SC 712**, have rightly held that fraud must be specifically pleaded and proved beyond reasonable doubt, which the defendant conspicuously failed to do.

21. As regards the plea of *bona fide* purchase, the record discloses that Hari Singh, '*Nambardar*', who was witness to the agreement to sell (Ex. P-1), was also witness to the subsequent sale deed dated 22.11.2012, executed in favour of the appellant/defendant, while the other witness, Sunder Pal, happens to be the husband of the appellant/defendant No. 3, Suresh Devi. The appellant herself abstained from entering the witness box,

and her attorney (DW-4) candidly admitted that he could not even recall the



sale consideration and further conceded that no payment was made in his presence.

21.1. The purported vendor, Sanjay (defendant No. 2), from whom the appellant claims to have purchased the property, could not establish his bona fides, as the evidence regarding payment of consideration is riddled with contradictions. Sanjay deposed that he paid the entire sale consideration to Sita Ram at his home, not before the Tehsildar, whereas marginal witness Sunder Pal professed ignorance regarding the payment. On the other hand, attorney of the appellant, made inconsistent statements, claiming that half the amount was paid on the date of execution and the remainder ten days earlier, while DW-2 namely Sunil Kumar deposed that the entire consideration of ₹13,42,500/- was paid at Sunder Pal's house in the presence of Sanjay, Sunder Pal, and Hari Singh, '*Nambardar*'.

21.2. Considering these inherent contradictions and the interwoven familial and locational nexus of all concerned each being a resident of village Badhra where the suit property lies both the learned Courts below have rightly drawn the inference that the appellant and proforma respondent No. 2 cannot be treated as *bona fide* purchasers for value without notice. The findings recorded are sound, well-reasoned, and free from perversity or illegality.

21.3. In view of the foregoing, this Court finds no substantial question of law arising for consideration within the ambit of Section 41 of the Punjab Courts Act, 1918, and, finding no merit in the appeals, the same are hereby dismissed *in limine*.



22. The agreement to sell, exhibited as Ex.P4, stands duly proved on record through the testimony of PW-4 Hari Singh, the Numberdar witness to agreement. Further corroboration emerges from the expert testimony of the Fingerprint Expert (Ex.PW5), who conclusively opined that the signatures appearing at points Q1, Q3, and Q4 on Ex.P4 are those of defendant No.1, Subhash. Once the execution of the document and the signatures thereon stand proved, the evidentiary burden squarely shifts upon defendant No.1 to establish that the said agreement was procured through fraud, misrepresentation, or coercion. Such an allegation must be substantiated through cogent, credible, and convincing evidence, meeting the standard of proof beyond reasonable doubt.

23. However, defendant No.1, Subhash, has failed to enter the witness box to substantiate his plea of fraud. No medical evidence has been adduced to demonstrate his incapacity to appear due to ill health. The record further reveals that Subhash signed the agreement Ex.P4 in Hindi, signifying his literacy and full awareness of the nature and import of the document he executed. Additionally, his signatures and thumb impressions appear on the stamp vendor's register (Ex.PW3/C), conclusively disproving his contention that the plaintiff obtained his signatures on blank papers. The evidence pertaining to the purchase of the stamp paper by the defendant himself stands duly proved, further undermining the plea of fraud.

24. Notably, Hari Singh figures as a common witness to both the agreement to sell and the subsequent sale deed executed in favour of the appellant, thereby lending continuity and corroborative strength to the plaintiff's version of events.



25. With respect to the payment of sale consideration, significant inconsistencies appear in the defence evidence. While DW-3 Sunil Kumar deposed that the sale consideration was paid at the residence, Sanjay, appearing as PW-5, categorically stated that the entire sale consideration was received before the Tehsildar and that Sunil Kumar was present at the time of such payment. The contradiction in defence testimony further erodes the credibility of the defendants' version and reinforces the authenticity of the plaintiff's case regarding execution and part performance of the agreement to sell.

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26. The execution of the agreement to sell (Ex.P6) stands firmly established on the record through the testimony of PW-4 Hari Singh, the village Numberdar witness to agreement, who categorically affirmed that the said agreement was duly executed by the appellant and that the earnest money was indeed paid at the time of execution. His evidence finds further corroboration from the Handwriting Expert (PW-7), who, upon scientific examination, conclusively opined that the signatures of defendant No.1, Sheesh Ram, appearing at points D1, D3, and D4 on Ex.P6, were genuine and executed by him. Once the execution and authenticity of signatures stand established, the burden of proving fraud squarely shifts upon the defendant; however, such a plea must be substantiated through clear, cogent, and convincing evidence, and not by mere assertion or conjecture.

27. In the present case, the plea of fraud has been raised in the written statement in a bald and unsubstantiated manner, without any supporting evidence. Defendant No.1, Sheesh Ram, failed to enter the witness box to substantiate his allegations. The record further reveals that



Sheesh Ram signed the agreement in Hindi, indicating his literacy and understanding of the legal import of signing such a document. His signatures and thumb impressions also appear on the stamp vendor's register (Ex.P2), which conclusively demonstrates that the stamp paper was purchased by the defendant himself, thereby nullifying the plea that his signatures were obtained on blank papers.

28. Moreover, Hari Singh, Numberdar, who attested both the agreement to sell (Ex.P6) and the subsequent sale deed in favour of the appellant, serves as a common link between the two transactions. His consistent testimony strengthens the inference that the appellant-defendant had knowledge of the prior agreement. Significantly, in his deposition, Hari Singh (PW-4) testified that he informed defendant No.2, Sanjay, about the existence of the earlier agreement to sell, yet Sanjay proceeded to execute and register the sale deed in his favour, thereby reflecting his constructive notice of the prior transaction.

29. As regards the passing of sale consideration, material contradictions appear in the defence evidence. DW-3 Sunil Kumar deposed that the entire sale consideration was paid at home, whereas DW-5 Sanjay testified that the payment of ₹80,00,000 was made before the Tehsildar, with Sunil Kumar present at the time. Such inconsistencies strike at the root of the defence version and cast serious doubt on the credibility of their testimony. In light of the above, the findings recorded by the learned Courts below are legally sound, well-reasoned, and free from any infirmity or perversity, warranting no interference in appellate scrutiny.



29.1. In the totality of the foregoing reasoning, the appeals, being utterly bereft of substance, merit no interference and are, therefore, dismissed.

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30. Since the principal matter(s) has been finally adjudicated on merits, all pending miscellaneous applications, if any, shall stand disposed of accordingly, as no separate orders are warranted. No further directions are called for in view of the final disposal of the main case.

31. A photocopy of this judgment shall be annexed to each of the connected case files to ensure consistency of record, facilitate ready reference, and enable due compliance with the findings and directions contained herein.

11.11.2025
Gaurav Sorot

(VIRINDER AGGARWAL)
JUDGE

Whether reasoned / speaking?	Yes / No
Whether reportable?	Yes / No