



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

RSA No.1857 of 2025 (O&M)
Date of decision: 19.08.2025

Bhagat Singh and another

....Appellants

V/s

Ami Lal and another

....Respondents

CORAM: HON'BLE MR. JUSTICE VIKRAM AGGARWAL

Present: Mr. Munish Kumar Garg, Advocate and
Mr. Yuwan Singla, Advocate, for the appellants.

VIKRAM AGGARWAL, J.

CM-6550-C-2025

Prayer in the present application preferred under Section 5 of the Limitation Act, 1963 is for condonation of delay of 40 days in refiling the appeal.

Heard.

For the reasons mentioned in the application, which is duly supported by an affidavit, the same is allowed. The delay of 40 days in refiling the appeal is condoned.

CM-6549-C-2025

Prayer in the present application preferred under Section 5 of the Limitation Act, 1963 is for condonation of delay of 2 days in filing the appeal.

Heard.

For the reasons mentioned in the application, which is duly supported by an affidavit, the same is allowed. The delay of 2 days in filing the appeal is condoned.

CM-6551-C-2025

Prayer in the present application preferred under Section 149 CPC is for making the deficiency of Court fee good.

Allowed as prayed for, subject to all just exceptions.

CM-6552-C-2025



Prayer in the present application preferred under Section 151 CPC is for placing on record the documents as Annexure A-1 to A-5, as also grounds of appeal dated 30.01.2018 and judgment and decree dated 30.01.2018.

For the reasons mentioned in the application, the same is allowed. Annexures A-1 to A-5, as also grounds of appeal dated 30.01.2018 and judgment and decree dated 30.01.2018 are ordered to be taken on record for the purpose of the decision of the present appeal.

The Registry is directed to place the same at an appropriate place on the case file.

RSA-1857-2025 (O&M)

This is defendants' appeal against the judgment and decree dated 20.11.2024 passed by the Court of Additional District Judge, Jind, vide which the appeal filed by the plaintiffs against the judgment and decree dated 05.01.2018 passed by the Court of Additional Civil Judge (Sr.Divn.), Jind, wherein the suit of the plaintiffs for specific performance of agreement to sell dated 18.06.2012 was dismissed, was allowed, thereby decreeing the suit of the plaintiffs.

2. For the sake of convenience and clarity, parties shall be referred to as per their original status.

3. Plaintiffs (Ami Lal and Naurang) both sons of one Hari Ram instituted a suit for specific performance of agreement to sell dated 18.06.2012 stated to have been executed by the defendants (Bhagat Singh and Maan Singh) both sons of one Than Singh. It was averred that defendants were owners of agricultural land measuring 32 kanals 7 marlas situated within the revenue of Village Bighana, Sub Tehsil Alewa, District Jind. Out of the said land, they entered into an agreement to sell dated 18.06.2012 qua land measuring 8 kanals (fully described in the plaint)



(hereinafter referred to as the “suit land”). The total sale consideration was fixed at Rs.18 lakhs. Earnest money of Rs.6,80,000/- was paid. Sale was to be executed on or before 18.09.2012 on receipt of the balance sale consideration. It was averred that the plaintiffs had always been ready and willing to perform their part of the contract as a result of which they appeared in the office of the Sub-Registrar on 18.09.2012. However, upon being told that the sale-deeds in Alewa are registered only on Wednesday and Friday, they appeared again on 19.09.2012 with the balance sale consideration. However, the defendants did not appear. An affidavit was sworn and was attested by the Sub-Registrar, Alewa. The defendants were contacted and were again requested to perform their part of the contract but they kept on postponing the matter. A legal notice dated 01.03.2013 was also issued by the plaintiffs, whereby defendants were again called upon to get the sale deed registered within thirty days or to refund the earnest money but no response was received. Under the circumstances, the suit was filed.

4. The suit was opposed by the defendants. In the written statement, certain preliminary objections as regards cause of action, estoppel, maintainability, the plaintiffs not having approached the Court with clean hands, the suit being false and frivolous etc. were raised.

5. On merits, execution of the agreement to sell dated 18.06.2012 was denied. It was averred that earlier the defendants had sold 2 acres of agricultural land to the plaintiffs 5-6 years ago and 1 acre of agricultural land 1 year ago. The total sale consideration was however, not paid and some balance amount was outstanding. When the defendants demanded the balance sale consideration, the plaintiffs obtained thumb impressions and signatures of the defendants on some blank papers which were later on



misused to forge the agreement to sell. It was averred that even witnesses introduced in the said agreement were the own persons of the plaintiffs. It was averred that the agreement to sell was the result of fraud, cheating and misrepresentation. Refund of earnest money was also, therefore, denied. All other averments were denied.

6. From the pleadings of the parties, following issues were framed by the trial Court:-

- “1. Whether the plaintiffs are entitled for specific performance of agreement to sell dated 18.06.2012 ? OPP***
- 2. Whether the plaintiffs were ready and willing to perform their part of contract?OPP***
- 3. Whether the plaintiffs are entitled for decree for permanent injunction as a consequential relief?OPP***
- 4. Whether the plaintiffs are entitled as a alternate relief that the defendants pay a sum of Rs.13,60,000/- i.e. double amount of earnest money to the plaintiff ? OPP***
- 5. Whether suit of the plaintiff is not maintainable in the present form?OPD***
- 6. Whether the plaintiff has no cause of action and locus standi to file the present suit?OPD***
- 7. Relief.”***

7. Parties led their respective evidence. The trial Court dismissed the suit filed by the plaintiffs. However, the appeal filed by the plaintiffs was allowed by the first appellate Court, thereby decreeing the suit, leading to filing of the present appeal by the defendants.

8. I have heard learned counsel for the appellants.

9. Learned counsel for the appellants has strenuously urged that the first appellate Court erroneously reversed the well reasoned findings recorded by the trial Court. It has been submitted that the plaintiffs had not been able to prove the execution of the agreement to sell. He submits that the agreement to sell did not have the signatures of the plaintiffs which in



itself shows that the agreement to sell was not executed. Learned counsel has further referred to the oral and documentary evidence produced on record and has submitted that the entry made in the register from where the stamp papers were purchased was rightly found to be suspicious by the trial Court and it was accordingly rightly held that the execution of the agreement to sell did not stand proved.

9.1 Learned counsel submits that the first appellate Court did not examine the matter from the correct perspective and erroneously allowed the appeal and decreed the suit.

10. I have considered the submissions made by learned counsel for the appellants but find the same to be devoid of merit.

11. The agreement to sell dated 18.06.2012 (Ex.P1) was duly stated to have been executed by the defendants in favour of the plaintiffs. The defendants admitted their signatures/thumb impressions on the same but stated that the same had been obtained by the plaintiffs when they had asked the plaintiffs to make the balance payment for the earlier sale deeds executed in favour of the plaintiffs. However, the defendants could not substantiate this plea. It was rightly observed by the first appellate Court that the sale deeds (Ex.P7 and Ex.P8) earlier executed contained a recital that the entire payment had been made and the defendants produced no evidence to show that some payment still remained to be paid. Still further, even if some amount had to be paid by the plaintiffs to the defendants, it is incomprehensible as to why plaintiffs would obtain signatures/thumb impression of defendants on blank papers and in fact, it would have been vice-versa that the defendants would have obtained signatures/thumb impressions of the plaintiffs on blank papers.

11.1 On the contrary, plaintiffs examined both attesting witnesses namely Rishipal and Prithvi Singh as PW2 and PW3, as also the Notary Public Sh. Sumer Chand Saini, who had attested the agreement to sell as



PW4. It was, therefore, rightly held by the first appellate Court that the execution of the agreement to sell dated 18.06.2012 duly stood proved.

11.2 The contention that the agreement to sell did not contain the signatures of the plaintiffs which proved that the same had not been executed was rightly rejected by the first appellate Court because the condition is that the signatures of the seller should be present on an agreement to sell and even if the signatures of the purchaser are not there, the same would not make any difference.

11.3 It also has to be borne in mind that once it was the stand of the defendants that the agreement to sell was the result of a fraud, it was for the defendants to prove the same by leading cogent evidence. It is well settled that fraud is not only to be pleaded but is also to be proved by leading cogent evidence which the defendants failed to do.

11.4 Still further, the agreement to sell (Ex.P1) was scribed on stamp papers and it is again incomprehensible as to why the defendants would have appended their signatures/thumb impressions on blank stamp papers.

11.5 As regards the readiness and willingness of the plaintiffs to perform their part of the contract, the plaintiffs duly proved that they had appeared before the Sub-Registrar on 18.09.2012 and thereafter on 19.09.2012 with the balance sale consideration. The plaintiffs were, therefore, able to prove that they had been ready and willing to perform their part of the contract. It is well settled that readiness and willingness is to be seen from the conduct of the parties not only at the time of the execution of the sale deed but throughout. The plaintiffs, after having waited sufficiently, instituted the suit on 25.03.2014, which also shows that they did not wait endlessly till the expiry of the period of limitation further proving that they



had been ready and willing to perform their part of the contract. On the other hand, it also stands proved that the defendants had not been ready and willing to perform their part of the contract. Their conduct in denying the execution of the agreement to sell, as also the refund of earnest money shows that they were not ready and willing to perform their part of the contract. Under the circumstances, the first appellate Court rightly decided this issue in favour of the plaintiffs.

11.6 As regards the argument that the handwriting in the register of the stamp vendor from whom the stamp papers is alleged to have been purchased was different than the previous two entries is also devoid of merit, for, except, the bald statement, no evidence worth its name was produced by the defendants to prove the said fact.

12. In view thereof, I do not find any reason to interfere in the well reasoned judgment passed by the first appellate Court. No misreading of evidence has been found warranting interference nor does any question of law arise for the consideration of this Court.

13. In view of the above, I do not find any merit in the present appeal and the same is accordingly dismissed.

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

(VIKRAM AGGARWAL)
JUDGE

August 19, 2025
vcgarg

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