



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

**RSA-1144-2022 (O&M)**

**Date of decision : 19.11.2025**

**SURINDER SINGH**

**....Appellant**

**Versus**

**JASPAL KAUR**

**...Respondent**

**CORAM: HON'BLE MR. JUSTICE PANKAJ JAIN**

**Present : Mr. Gaurav Sharma, Advocate for the appellant.**

**PANKAJ JAIN, J. (ORAL)**

Plaintiff is in second appeal. For convenience, the parties hereinafter are referred to as by their original position before the Court of First Instance i.e., the appellant as plaintiff and the respondent as defendant.

2. Plaintiff filed suit seeking decree of specific performance of agreement to sell, dated 04.01.2007 and in the alternate, relief of recovery of Rs.9,50,000/- claimed to have been paid at the time of execution of the agreement to sell being the entire sale consideration.

3. As per the case of the plaintiff, defendant agreed to sell suit property in his favour executing written agreement to sell dated 04.01.2007. The entire sale consideration of Rs.9,50,000/- was received by the defendant from the plaintiff. Defendant thumb-marked the agreement to sell. It was duly attested by the Notary Public. As per the plaintiff, defendant agreed to transfer possession of the property on 19.02.2007. The date of execution of



sale deed was kept open owing to instructions issued by PUDA.

4. Plaintiffs claim to have issued legal notice, dated 19.08.2009 calling upon the defendant to come present and execute the sale deed. Plaintiff further claims to have always remained ready and willing to perform his part of the contract. As per plaintiffs, they appeared before the Sub Registrar on 03.09.2009. Prayer is for decree of specific performance.

5. Defendant contested the suit claiming the same to be barred by time. As per defendant, agreement to sell is void. There was a dispute between her husband and the plaintiff and one Jasbir Singh regarding sale of property belonging to one Nihal Kaur. Son and husband of defendant were falsely implicated in a criminal case. In order to get the same settled, plaintiff obtained thumb-impression of the defendant on blank stamp-papers which have been misused to manufacture a forged document in the shape of agreement to sell.

6. Suit filed by the plaintiff was put to trial by the Court of the First Instance, framing following issues :

- “1. Whether defendant had executed agreement to sell dated 4.1.2007 regarding suit land in favour of plaintiff against receipt of entire sale consideration Rs. 9,50,000/-? OPP
2. Whether plaintiff has been ready and willing to perform his part of contract? OPP

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3. Whether plaintiff is entitled to possession of suit property by way of specific performance of agreement to sell dated 4.1.2007?OPP
4. Whether plaintiff is entitled to permanent injunction as prayed for in plaint? OPP
5. Whether in alternative, plaintiff is entitled to recovery of amount as prayed for in plaint?OPP
6. Whether plaintiff has no locus standi and cause of action to file this suit?OPD
7. Whether agreement to sell dated 4.1.2007 is unforceable, without consideration and is resulted by police pressure and fraud?OPD
8. Whether suit is not properly valued for the purposes of court fee and jurisdiction?OPD
9. Whether suit is liable to be dismissed with special costs? OPD
10. Relief.

7. The Trial Court after examining the evidence came to the conclusion that the plaintiff successfully proved execution of the agreement to sell but the same was merely a security document for a compromise arrived at between the parties. The Court of the First Instance accordingly decreed the suit filed by the plaintiff but for alternate relief of recovery of Rs.9,50,000/- along with interest @ 9% per annum from the date of agreement i.e., 04.01.2007 till the date of the decree and 6% per annum as future interest.

8. Dissatisfied with the judgment and decree passed by the Court of the First Instance, defendant preferred appeal. The same has been allowed and accepted by the Lower Appellate Court holding that the

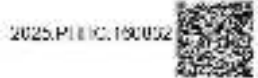


document propounded by the plaintiff, is surrounded by suspicious circumstances. The plaintiff having failed to satisfy the judicial conscience, he is not entitled for any relief.

9. Counsel for the appellant has assailed the findings recorded by the Lower Appellate Court. It has been contended that a well reasoned finding recorded by the Trial Court, has been wrongly reversed by the Lower Appellate Court despite the fact that the execution of agreement to sell was fully proved by examining marginal witnesses namely Rajdeep Singh and Jarnail Singh as PW3 and PW4, respectively.

10. I have heard counsel for the appellant and have carefully gone through records of the case.

11. The suit filed by the plaintiff was decreed for alternate relief by the Court of the First Instance, holding that the document propounded by the plaintiff in the nature of agreement to sell was in fact a security document for a compromise to be arrived between the parties. The said finding has remained unchallenged. In order to decree the suit even for the alternate relief, the Trial Court was required to record a finding w.r.t. payment of Rs.9,50,000/-. From the perusal of the judgment passed by the Court of the First Instance, it is evident that there is no such finding recorded. Evidence that has come on record further suggests that plaintiff who propounded the agreement to sell, could not even specify the name of the scribe of the document. Even the attesting witnesses feigned ignorance w.r.t. identity of the defendant. That apart, plaintiff himself claimed to have paid the entire



consideration of Rs.9,50,000/- to the defendant at her residence even prior to execution of agreement to sell and even without getting possession of the suit property. The conduct of the plaintiff that too in a situation where he and husband and son of the defendant are already engaged in fierce legal battle is totally unnatural and the same pricks the conscience of the Court.

12. In view thereof, this Court finds that the Lower Appellate Court rightly re-appreciated the entire evidence being final Court of fact and reversed the findings recorded by the Court of the First Instance dismissing the suit filed by the plaintiff.

13. Finding no merit in the instant appeal, the same is ordered to be dismissed.

14. Pending application, if any, shall also stands disposed off.

November 19, 2025

(Pankaj Jain)  
Judge

Dpr

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