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

RSA-4479-2019 (O&M)

Date of Decision : 04.09.2025

BALBIR KAUR AND ORS

.... Appellants

VERSUS

RANJIT SINGH AND ORS

.... Respondents

CORAM : HON'BLE MRS. JUSTICE ALKA SARIN

Present : Mr. Vijay Lath, Advocate for the appellants.

ALKA SARIN, J. (ORAL)

CM-12622-C-2019

1. This is an application for condonation of delay of 51 days in refiling the appeal.

2. For the reasons stated in the application, the same is allowed and the delay of 51 days in refiling the appeal is condoned.

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3. The present regular second appeal has been preferred by the plaintiff-appellants aggrieved by the judgments and decrees dated 26.08.2014 and 14.12.2018 passed by the Trial Court and the First Appellate Court, respectively.

4. Brief facts relevant to the present *lis* are that the plaintiff-appellants herein filed a suit for possession by way of specific performance of agreement to sell dated 31.03.2004 alleged to have been executed by Piara Singh – father of defendant-respondents No.1 to 4 herein – in favour of

Kulwant Singh – father of plaintiff-appellants – after receiving the entire sale consideration of ₹2,00,000 in cash in respect of land measuring (0-15) Biswa of Village Landran, (0-15) Marla of Village Sawara and (0-6) Marla of Village Leddi i.e. in respect of land measuring (0-15) Bigha being 1/4th share of 3B-0B comprised in Kh/Kh No.24/24-25 Khasra No.1 to 2423/116 min (1-10) and 1 to 2423/116 min (1-10) situated in the area of Village Landran, Hadbast No.37, Tehsil and District Mohali. A declaration was also sought that the sale deed dated 17.01.2011 executed by defendant-respondent No.4, namely, Ranjit Kaur, through her power of attorney defendant-respondent No.5, namely, Gurdeep Singh, in favour of defendant-respondent No.6 in respect of land measuring 0-3 Biswa 15 Biswasi and the sale deed dated 07.02.2011 executed by defendant-respondents No.1 and 3 in favour of defendant-respondent No.6 were illegal, null and void and further for permanent injunction. In the alternative, recovery of ₹2,00,000 was sought. It was averred in the plaint that the sum of ₹2,00,000 was paid in the presence of witnesses and the amount was paid as full and final sale consideration. It was the case set up that the sale deed could not be executed as at the relevant time the sale deeds were not allowed to be executed.

5. On notice the defendant-respondents filed their separate written statements raising various preliminary objections. On merits, it was stated that the father of defendant-respondents No.1 to 4 never entered into an agreement to sell with the husband of plaintiff-appellant No.1, namely, Kulwant Singh nor the father of defendant-respondents No.1 to 4 received any sale consideration of ₹2,00,000 as alleged. The agreement was stated to be forged,

fabricated and a fictitious document. Separate written statements were also filed by defendant-respondents No.4 and 5.

6. Replications were filed. On the basis of the pleadings of the parties the following issues were framed :

1. Whether Piara Singh predecessor of defendants No.1 to 4 entered into agreement to sell dated 31.03.2004 with Kulwant Singh predecessor of plaintiff ? OPP
2. Whether plaintiff is always ready and willing to perform the part of contract ? OPP
3. Whether plaintiff is entitled for possession of suit property on the basis of specific performance of agreement to sell ? OPP
4. Whether the sale deed No.6485 dated 17.01.2011 executed by defendants No.1 to 4 through defendant No.5 in favour of defendant No.6 is illegal, null and void and is liable to be set aside ? OPP
5. Whether the plaintiff is entitled for declaration as prayed for ? OPP
6. Whether the plaintiff is entitled for permanent injunction as prayed for ? OPP
7. Whether the suit of the plaintiff is not maintainable ? OPD
8. Whether agreement to sell dated 29.3.11 is forged and fictitious document ? OPD

9. Whether plaintiff has no locus standi to file the present suit ? OPD

10. Whether the plaintiff is entitled to special cost of Rs.50,000/- under Section 25A of CPC ? OPD

11. Relief.

7. The Trial Court vide judgment and decree dated 26.08.2014 dismissed the suit of the plaintiff-appellants. Aggrieved by the same an appeal was preferred by the plaintiff-appellants which appeal was also dismissed by the First Appellate Court vide judgment and decree dated 14.12.2018. Hence, the present regular second appeal by the plaintiff-appellants.

8. Learned counsel for the plaintiff-appellants would contend that the Courts have erred in dismissing his suit. It is urged that the marginal witness of the agreement to sell, namely, Sukhdev Singh stepped into the witness box as PW-2. It is further the contention that even the sale consideration was proved to have been paid to Kulwant Singh in the presence of the said attesting witness. Learned counsel would further contend that the thumb impression of Piara Singh was got compared by a handwriting and fingerprint expert who stepped into the witness box as PW-4 and as such the agreement to sell stood duly proved. It is still further the contention of the learned counsel that the signatures of the vendee are not required on the document and that since there was no target date fixed hence there was no question of limitation. In support of his arguments, learned counsel has relied upon the judgment passed by the Hon'ble Supreme Court in the cases of **Alka Bose V/s Parmatma Devi & Ors. [2009 (1) RCR (Civil) 450]**, **Mst. Sugani**

V/s Rameshwar Das & Anr. [2006 (4) RCR (Civil) 319] and Rathnavathi & Anr. V/s Kavita Ganashamdas [2014 (4) RCR (Civil) 904].

9. Heard.

10. In the present case the agreement to sell is dated 31.03.2004. The suit itself was filed in the year 2011. The agreement to sell, as per the attesting witness PW-2, namely, Sukhdev Singh, was typed at the instance of Piara Singh in the presence of attesting witnesses and Kulwant Singh who was also present at the relevant time. Though the law regarding the vendee having not signed the document is very clear, however, despite being present the document was not signed by the vendee. Though the same cannot be held against him, however, the said fact coupled with other circumstances does cast a shadow of doubt on the agreement to sell. The stamp paper was stated to have been purchased by the son of the vendee 4-5 months prior to the agreement to sell having been entered into. Learned counsel for the plaintiff-appellants has candidly admitted that the purpose of purchasing the stamp paper had not been mentioned. Further still, the thumb impression of Piara Singh, even as per the handwriting and fingerprint expert, was smudged. In the cross-examination, PW-4 stated that he had not seen the record from which the photographs of the standard signature had been taken and admitted that at certain points the ink was smudged. Once it has come on the record that the thumb impression appended on the agreement to sell was smudged at various points, the onus lay heavy on the plaintiff-appellants to prove the execution of the agreement to sell which was not duly discharged. Even the amount paid towards full and final sale consideration is stated to be proved only by way of evidence of Sukhdev Singh (the marginal witness) who stepped into the witness box as PW-2. There is not an iota of evidence on the record to

show as to from where the money came and how the same was handed over to the vendor. Though the agreement to sell states that the sale deed was not executed as the sale deeds were not permitted by the Government, which was also the stand taken by the plaintiff-appellants before the Trial Court, however not an iota of evidence was placed on the record to show that no sale deeds were allowed to be executed at the relevant point of time. It fails to reason as to why any prudent person would not get the sale deed executed if the entire amount had been paid toward full and final consideration. No other point was argued.

11. There can be no quarrel with the proposition of law laid down in the judgments relied upon by the learned counsel for the plaintiff-appellants. However, the same would not come to his aid as in the present case the vendee not signing the agreement is not the sole reason for dismissal of the suit and appeal. There are other circumstances casting a shadow of doubt on the due execution of the agreement to sell which the learned counsel for the plaintiff-appellants has not been able to overcome.

12. In view of the above, no fault can be found with the impugned judgments and decrees. No question of law, much less any substantial question of law, arises for determination in the present case which requires consideration by this Court. The appeal being devoid of any merit is accordingly dismissed. Pending applications, if any, also stand disposed off.

04.09.2025
Aman Jain

(ALKA SARIN)
JUDGE

NOTE: Whether speaking/non-speaking: Speaking
Whether reportable: Yes/No