



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

RSA-4792-2001 (O&M)

Reserved on :- 29.10.2025

Date of Pronouncement:-06.11.2025

Jarnail Singh

... Appellant

Versus

Natha Singh and Others

... Respondents

CORAM: HON'BLE MR. JUSTICE VIRINDER AGGARWAL

Argued by :-Mr. Atul Jain, Advocate
for the appellant.

Mr. Ish Puneet Singh, Advocate
for the respondent No.1.

VIRINDER AGGARWAL, J.

1. The present Regular Second Appeal (for short “RSA”) has been preferred by the appellant/respondents under Section 41 of the Punjab Courts Act, 1918, assailing the concurrent judgments and decrees rendered by the learned Civil Judge (Junior Division), Kapurthala, and subsequently affirmed by the learned District Judge, Kapurthala. It is contended on behalf of the appellant that the findings recorded by the Courts below are vitiated by manifest errors of law and fact, are the product of gross misappreciation and misreading of evidence, and have resulted in a grave miscarriage of justice.

Such infirmities, it is urged, warrant the intervention of this Court in the



legitimate exercise of its appellate jurisdiction under the aforesaid statutory provision.

2. For the sake of clarity and convenience, the parties shall hereinafter be referred to as the plaintiff and the defendants, as they were arrayed before the learned Trial Court. The material facts giving rise to the present proceedings, and necessary for a proper adjudication of the matter, are succinctly set out below:-

“In the plaint, the plaintiff has averred that Pritam Kaur, the owner of the suit land, entered into an agreement to sell 7 kanals 18 marlas of the said property to the plaintiff at a consideration of ₹1,50,000 per killa, with the stipulation that the sale deed would be executed on 20.02.1996 upon payment of the balance sale consideration. It is alleged that although possession of the suit land was duly delivered to the plaintiff, Pritam Kaur failed to execute the sale deed during her lifetime, thereby necessitating the institution of the present suit against her legal heirs, the defendants herein. The plaintiff further asserts that he has always been ready and willing to perform his part of the contract, as evidenced by the issuance of registered notices dated 06.02.1996 and 20.02.1996, and by his presence before the Sub-Registrar on the stipulated date for execution of the sale deed. However, the defendants willfully defaulted in performing their reciprocal obligations. Consequently, the plaintiff has filed the present suit seeking specific performance of the agreement to sell dated 21.08.1995,



along with a decree of permanent injunction restraining the defendants from alienating, transferring, or otherwise encumbering the suit land in any manner.”

3. Upon notice, the defendants No.2 and 3 appeared and contested the suit, while the remaining defendants chose not to appear. The contesting defendants, in their written statement, raised preliminary objections regarding the maintainability of the suit, asserting that the plaintiff lacks both cause of action and *locus standi* to institute the proceedings. It was admitted that Pritam Kaur, the deceased mother of the defendants, was the owner of the suit land; however, they categorically denied that she had never entered into any agreement to sell or intended to execute a sale deed in favour of the plaintiff. They further averred that, upon her demise, they succeeded to her estate as lawful heirs and are in possession of the suit land. All other averments made in the plaint were specifically denied as false and untenable.

4. The plaintiff filed replication and reaffirmed the averments contained in the plaint while specifically denying and controverting the assertions raised by the defendants in their written statement. Upon a meticulous examination of the pleadings and rival submissions, the Court formulated the following issues for adjudication, with a view to securing a focused, comprehensive, and efficacious determination of the controversies *inter se* the parties:-

1. Whether Pritam Kaur deceased mother of the defendants executed an agreement to sell dated 21.08.1995 of suit land for a sum of Rs.1,50,000/- per killa and she received an amount of Rs.1,00,000/- as earnest money?OPP



2. Whether the plaintiff remained ready and willing to perform his part of the contract?OPP
3. Whether the plaintiff is entitled to the specific performance of the agreement?OPP
4. Whether the plaintiff is entitled to the permanent injunction as prayed for?OPP
5. Whether the suit is not maintainable in present form?OPD
6. Whether the plaintiff has no cause of action and locus standi to file the present suit OPD
7. Relief.

5. Both parties were granted full and effective opportunity to adduce evidence in substantiation of their respective pleadings. Upon the close of evidence and after elaborate submissions by learned counsel, the learned Civil Judge (Junior Division), Kapurthala, upon an exhaustive evaluation of the pleadings, evidentiary corpus, and arguments advanced, decreed the suit with the observation that *“In light of the foregoing findings, the suit is decreed with costs for specific performance of the agreement dated 21.08.1995. The plaintiff shall deposit the balance sale consideration within three months, whereafter the defendants shall execute the sale deed, failing which it shall be executed through court process.”* Aggrieved thereby, the defendants carried the matter in appeal before the learned District Judge, Kapurthala, who, upon an independent and holistic reappraisal of the record, affirmed the findings of the Trial Court and dismissed the appeal with the observation that *“For the foregoing reasons and issue-wise findings, the appeal is found devoid of merit and is accordingly dismissed. The appellant is directed to execute the sale deed within three months upon receipt of the balance sale consideration as per agreement Ex.P1, failing*



which the plaintiff may obtain execution through due process of law. The suit stands decreed with costs throughout.”

6. The appellant has instituted the present appeal assailing the concurrent judgments and decrees rendered by the Courts below, which were duly admitted to hearing. Pursuant to admission, notice was issued to the respondents; respondent No.1 entered appearance through counsel, and vide order dated 04.03.2002, service upon the remaining respondents was dispensed with, they being merely proforma parties. The complete record of the Courts below was accordingly requisitioned for comprehensive scrutiny and adjudication on merits.

7. I have heard learned counsel for the appellant at considerable length and accorded due deliberation to his submissions in the context of the pleadings, evidentiary corpus, and the concurrent findings of the Courts below. The record has been scrupulously examined to evaluate the rival contentions and to ascertain *‘whether the impugned judgments and decrees are vitiated by any error of law, procedural impropriety, or manifest perversity warranting interference in the exercise of appellate jurisdiction’?*

8. With regard to the scope of a second appeal, it is now a well-settled proposition of law that, in Punjab and Haryana, second appeals are to be treated as appeals under Section 41 of the Punjab Courts Act, 1918, and not under Section 100 of the Code of Civil Procedure. In this context, reliance may be placed on the judgment of the Supreme Court in **Pankajakshi (Dead) through LRs and Others v. Chandrika and Others, (2016) 6 SCC 157**, followed by **Kirodi (since deceased) through LR v. Ram Parkash and Others, (2019) 11 SCC 317**, and **Satender and Others**



v. **Saroj and Others, 2022 (12) Scale 92.** In view of the legal position established by these decisions, no substantial question of law arises that necessitates framing in the present appeal.

9. Learned counsel for the appellant contended that the findings recorded by both the Courts below on Issue No. 1 are perverse, having been rendered in misappreciation of evidence and material irregularity. It was urged that Pritam Kaur, being an illiterate woman, was incapable of understanding the implications of the document, which was scribed on a stamp paper purchased two days prior to the alleged execution. The agreement itself recites delivery of possession, Scribe (PW-1) failed to produce his register, thereby withholding the best available evidence. Further, PW-3 admitted that the plaintiff had alienated all his land in the village and acquired property in Amritsar. Moreover, when two-thirds of the sale consideration was purportedly paid at execution, there was no plausible reason to defer the execution of the sale deed for nearly two years. The appellant also examined the marginal witness to the agreement, who unequivocally testified that his signatures were procured through misrepresentation. Hence, the concurrent findings of the Courts below are vitiated by perversity and cannot be sustained in law.

10. Conversely, learned counsel for the respondent argued that the concurrent findings of the Courts below are well-reasoned and free from any illegality or infirmity. It was submitted that the agreement to sell stands duly proved through the testimony of the deed writer who scribed it, as well as one of the attesting witnesses. Furthermore, DW-1/Swaran Singh expressly admitted his signatures on the agreement, thereby affirming its execution.



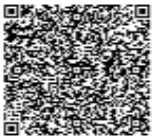
Accordingly, the findings returned by both Courts below are sound, cogent, and warrant no interference.

11. Upon careful appraisal of the record, it is evident that the agreement to sell stands duly proved. Respondent No.1/plaintiff examined the deed writer (PW-2), who categorically deposed that the Pritam Kaur predecessor of appellant/defendant had the document scribed, which was read over and explained to her, and upon admitting its correctness, she affixed her thumb impression thereon. The marginal witness, Vipan Kumar (PW-3), also corroborated the due execution of the agreement.

11.1. As regards DW-1 Swaran Singh's claim that his signatures were procured through misrepresentation, both Courts below rightly disbelieved his testimony, noting that he is a literate individual who signed a Punjabi document (in Gurmukhi script), implying awareness of its contents. The minor discrepancies, such as the stamp paper having been purchased two days earlier or the recital regarding delivery of possession are immaterial and do not vitiate the otherwise credible and consistent evidence. The First Appellate Court's reasoning that such recitals are customary among deed writers is both pragmatic and convincing.

11.2. Furthermore, the stipulation of a two-year period for execution of the sale deed lends intrinsic credibility to the transaction; had it been a product of fraud, a shorter time frame would have been fixed. In light of the foregoing discussion, the appeal is devoid of merit and accordingly stands dismissed.

12. Since the principal matter has been finally adjudicated on merits, all pending miscellaneous applications, if any, which are ancillary or



consequential to the main proceedings, shall also stand disposed of accordingly. No separate orders are deemed necessary thereon, as their continuance would serve no independent purpose in view of the final determination of the substantive dispute.

06.11.2025
Gaurav Sorot

(VIRINDER AGGARWAL)
JUDGE

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