



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

(253)

RSA-1224-2025 (O&M)Date of Decision:-**09.09.2025**

BALBIR SINGH

... Appellant

Versus

RAJ PAL AND OTHERS

... Respondents

CORAM: HON'BLE MR. JUSTICE VIRINDER AGGARWAL

Present:- Mr. Som Nath Saini , Advocate
for the appellant.

VIRINDER AGGARWAL, J. (Oral)

1. This appeal has been filed challenging the judgment and decree dated 31.01.2025, by which the appeal preferred by the respondent/plaintiff was allowed by the learned Additional District Judge, Ambala. The impugned judgment and decree is contested on the grounds that the suit for specific performance of contract of sale concerning the immovable property is barred by limitation, as the agreement was executed on 19.10.2001 while the suit was instituted much later i.e. on 02.01.2014. The learned Civil Judge had correctly dismissed the suit as time-barred. Additionally, it is contended that at the time of execution, only a mere right in the nature of a “chance to succeed” as a ‘heir apparent’ cannot be transferred under the provisions of Section 6 of the Transfer of Property Act, 1882 (hereinafter referred to as ‘the Act’).



2. I have given due and careful consideration to the detailed submissions advanced by the learned counsel and have conducted a thorough and meticulous examination of the entire record before this Court.

3. As regards the scope of second appeal, it is now a settled proposition of law that in Punjab and Haryana, second appeals preferred are to be treated as appeals under Section 41 of the Punjab Courts Act, 1918 and not under Section 100 CPC. Reference in this regard can be made to the judgment of the Supreme Court in the case of ***Pankajakshi (Dead) through LRs and others V/s Chandrika and others, (2016)6 SCC 157***, followed by the judgments in the case of ***Kirodi (since deceased) through his LR V/s Ram Parkash and others, (2019) 11 SCC 317*** and ***Satender and others V/s Saroj and others, 2022(12) Scale 92***. Relying upon the law laid down in the aforesaid judgments, no question of law is required to be framed.

4. Section 6 of the Act is reproduced as under:-

6. “What may be transferred.—Property of any kind may be transferred, except as otherwise provided by this Act or by any other law for the time being in force.

(a) The chance of an heir-apparent succeeding to an estate, the chance of a relation obtaining a legacy on the death of a kinsman, or any other mere possibility of a like nature, cannot be transferred.”

5. In the instant case, the agreement to sell was executed on 19.10.2001, by which time the predecessor-in-interest of the plaintiffs had already passed away. It is well-established in law that succession does not remain in abeyance but vests immediately upon the death of the previous titleholder. Therefore, on the date of execution of the agreement to sell, the



plaintiffs were the lawful owners of the suit property and not merely heirs-apparent. Consequently, the provisions of Section 6 of the Transfer of Property Act are inapplicable in this context.

5.1. With regard to the contention that the suit is barred by limitation, the learned counsel for the appellant has placed reliance on a judgment of the Hon'ble Supreme Court; however, the specific citation of that judgment was not mentioned in paragraph No.8 of the memorandum of appeal, although a relevant extract was quoted. Upon careful examination, the said judgment is distinguishable from the facts of the present case. Notably, the agreement here contains a stipulation that the sale deed would be executed only after the mutation in the name of the appellant-plaintiff was sanctioned, and that the appellant-plaintiff would duly informed about sanctioning of such sanction. This crucial condition differentiates the present matter from the authority relied upon by the appellant.

6. Accordingly, upon becoming aware of the sanctioning of the mutation, the plaintiffs promptly instituted the suit without any undue delay. Therefore, there is no lapse in filing the suit from the time the contract became enforceable in accordance with the terms of the agreement to sell. Consequently, the suit cannot be held to be barred by limitation. The findings of the learned First Appellate Court on this issue are well-founded and do not warrant any interference. In light of the above, the present contention lacks merit and is accordingly dismissed.

7. Having rendered a final decision on the principal matter before this Court, all other pending miscellaneous applications, if any, which were filed in connection with or ancillary to the main proceedings, are also hereby



disposed of in consequence of the adjudication of the primary issue. This disposal is without prejudice to the rights of the parties, and no further action in relation to such applications shall be required.

09.09.2025
Gaurav Sorot

(VIRINDER AGGARWAL)
JUDGE

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