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

**ESA-27-2019 (O&M)**

**Date of decision : 31.01.2025**

**Swarna Devi and another**

**...Appellants**

**Vs.**

**Sh. Kirpal Singh and another**

**...Respondents**

**CORAM:- HON'BLE MR. JUSTICE ANIL KSHETARPAL**

Present: Mr. B.S. Guliani, Advocate  
for the appellants.

Mr. Sherry K. Singla, Advocate  
for respondent No.1

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**ANIL KSHETARPAL, J. (Oral)**

1. In this execution second appeal, third party objector assails the correctness of concurrent orders passed by the Courts below while dismissing his objection petition.

2. In order to comprehend the issues involved in the present case, the relevant facts, in brief, are required to be noticed.

3. Sh. Kirpal Singh filed a suit for specific performance, possession and permanent injunction against Smt. Baldev Kaur (wife of Sardar Sh. Harbhajan Singh) daughter of late Sh. Babu Singh. The suit was filed on 12.03.2003, claiming that Smt. Baldev Kaur has executed a lease agreement on 11.05.1999 in favour of Sh. Kirpal Singh. The suit was decreed on 13.03.2007. When the execution petition was filed by the decree-holder, the appellants, namely, Smt. Swarna Devi widow of late Sh. Mukhtiar Singh and Sh. Manjot



Singh s/o late Sh. Mukhtiar Singh filed the objections. They are claiming property through Sh. Kirpal Singh by virtue of agreement for lease dated 29.09.2013. Sh. Kirpal Singh in turn claims the property on the basis of agreement for lease executed by Sh. Harbhajan Singh (JD's husband). It is evident that the agreement for lease dated 12.07.2005 executed by Sh. Harbhajan Singh in favour of Sh. Kirpal Singh and Sh. Kirpal Singh's agreement for lease in favour of Sh. Manjot Singh and Sh. Mukhtiar Singh dated 29.09.2013 are post the date of filing of the suit. In fact, the alleged agreement for lease allegedly executed by Sh. Kirpal Singh in favour of the appellants is after the suit was decreed.

4. Learned counsel representing the appellants vehemently contends that Sh. Kirpal Singh and Smt. Baldev Kaur colluded as she did not lead any evidence. He further submits that the agreement of the lease allegedly executed by Smt. Nachhatar Kaur in favour of Sh. Babu Singh on 31.10.1977 has not been produced.

5. *Per contra*, learned counsel representing the respondent submits that the suit filed by Sh. Kirpal Singh was for specific performance of agreement to lease executed by Smt. Baldev Kaur. Hence, the alleged lease deed executed by Smt. Nachhatar Kaur in favour of Sh. Babu Singh was not subject matter of dispute before the Court.

6. This Court has considered the submissions made by the learned counsel representing the parties.

7. It will not be appropriate to draw a conclusion that Smt. Baldev Kaur and Sh. Kirpal Singh colluded merely because Smt. Baldev Kaur did not



lead evidence. The judgment passed on 13.03.2007 is Annexure A-1. It has been seen that Smt. Baldev Kaur by filing the written statement contested the suit. Subsequently, the plaintiff’s witnesses were cross-examined. However, she failed to lead evidence. Even, at the time of final arguments, learned counsel representing Smt. Baldev Kaur thoroughly contested the case. Hence, the arguments of appellant’s counsel lacks substance.

8. Similarly, non-production of lease deed allegedly executed by Smt. Nachhatar Kaur in favour of Sh. Harbhajan Singh would not be sufficient to nullify a decree passed by the competent Court of jurisdiction.

9. Hence, no ground to interfere is made out.

10. The appeal is dismissed.

31.01.2025

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(ANIL KSHETARPAL)  
JUDGE

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|-----------------------------|-----|----|
| Whether speaking/reasoned : | Yes | No |
| Whether Reportable :        | Yes | No |