



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

(131)

**RSA-1240-2025 (O&M)
Date of Decision:-10.12.2025**

Yash Pal

... Appellant

Versus

Ram Kishan (since deceased) through his LRs

... Respondents

CORAM: HON'BLE MR. JUSTICE VIRINDER AGGARWAL

Present:- Mr. Parveen Kumar, Advocate
for the appellant.

VIRINDER AGGARWAL, J. (Oral)

1. This Regular Second Appeal (hereinafter referred to as “RSA”) has been instituted assailing the concurrent judgments and decrees rendered by both the Courts below, whereby the suit filed by the respondent/plaintiff seeking possession by way of specific performance of the agreement to sell dated 21.07.2014 has been decreed in his favour. The appellant/defendant, being aggrieved by the affirmation of the trial Court’s findings by the first appellate Court, has invoked the jurisdiction of this Court to challenge the legality, propriety, and correctness of the said concurrent decisions.

2. Briefly stated, the respondent/plaintiff instituted a suit seeking specific performance of an agreement to sell dated 21.07.2014 pertaining to the suit property, the particulars of which stand fully delineated in the head-note of the plaint. The appellant/defendant contested the suit by filing a written statement, wherein he raised preliminary objections relating to



maintainability, *locus standi* and absence of cause of action. On merits, his principal defence was that he had obtained a friendly loan of ₹5,00,000 on 21.05.2012 and, as collateral for the said loan, had executed an agreement to sell in respect of the suit property, which was duly registered in the office of the Sub-Registrar, Farrukhnagar. He further pleaded that after repayment of the entire loan amount along with interest totalling ₹6,28,000, he requested the plaintiff to arrange cancellation of the earlier agreement. According to the appellant, although both parties visited the office of the Sub-Registrar for such cancellation, the plaintiff, acting with mala fide intent and in collusion with the attesting witnesses, procured execution of another agreement to sell dated 21.07.2014 instead of recording cancellation of the previous agreement. It was thus alleged that the subsequent agreement sought to be enforced is the product of fraud and breach of trust.

2.1. Both parties were granted full opportunity to adduce evidence pursuant to the framing of issues. Upon consideration of the entire material on record, the learned trial Court decreed the suit in favour of the respondent/plaintiff. The appeal preferred by the appellant/defendant was dismissed by the first appellate Court. Aggrieved by the concurrent findings, the appellant has approached this Court by way of the present Regular Second Appeal.

3. I have heard learned counsel for the appellant at considerable length and have undertaken a meticulous and comprehensive examination of the entire record.

4. The concurrent judgments and decrees have been impugned on the grounds that both the Courts below failed to properly appreciate and evaluate the evidence available on record. It is contended that the material



on file sufficiently establishes that the agreement to sell dated 21.07.2014 is a product of fraud, and therefore, '*fraus et jus nunquam cohabitant*'-fraud and justice can never dwell together. It is further urged that the learned Civil Judge did not exercise judicial discretion in a fair and judicious manner. According to the appellant, the respondent/plaintiff has also failed to prove his continuous readiness and willingness to perform his part of the contract, inasmuch as mere presence in the office of the Sub-Registrar does not, by itself, satisfy the statutory requirement of readiness and willingness. It is additionally argued that possession of the suit land has all along remained with the appellant/defendant, which, as per the appellant, negates the very existence of any genuine agreement to sell in favour of the respondent/plaintiff or any intention on the part of the appellant to transfer the suit property.

5. The Courts below have failed to appreciate the legal significance and evidentiary value of the earlier agreement dated 21.05.2012, nor have they applied the heightened degree of judicial scrutiny mandated in cases where allegations of fraud are raised. It is a well-settled principle that when a plea of fraud is specifically taken, the Court is duty-bound to examine the material on record with exceptional care and caution, for '*fraus omnia vitiat*'-fraud vitiates every solemn act.

6. Upon a comprehensive and minute examination of the entire record, it becomes evident that the execution of the agreement to sell dated 21.07.2014 stands unequivocally admitted by the appellant/defendant. He has neither disputed his signatures nor denied his presence before the deed-writer or the Sub-Registrar at the time of registration. Being a registered



instrument, the agreement carries with it a statutory presumption of genuineness under the law.

6.1. Furthermore, PW-Karam Singh (Numberdar) and PW-Mangal Singh, the marginal witnesses, have unequivocally testified on oath that the contents of the agreement were read over to both parties as well as to the witnesses, and that all of them appended their signatures in the presence of each other. Their testimony also establishes that Exhibit P-2 was prepared at the instance and on the instructions of the appellant-Yashpal.

6.2. The deed-writer corroborates this position by deposing that the appellant approached him for preparation of an agreement and thereafter mentioned the issue of cancellation of the earlier agreement to sell. This evidence collectively demonstrates that the subsequent agreement was duly and consciously executed by the appellant/defendant after cancellation of the earlier agreement.

6.3. The Courts below have rightly recorded categorical findings that the appellant admitted his signatures/thumb impressions on the documents executed before the Sub-Registrar. He also acknowledged that he was fully aware of the nature and contents of Exhibit P-2 (Wasika No. 1256 dated 21.07.2014). Significantly, he conceded that whenever a document is written in Hindi, he affixes his signatures only after reading and understanding it. Since Exhibit P-2 is in Hindi, and the appellant admittedly reads and writes Hindi, the plea that the document was executed without knowledge of its contents, or under the impression that it pertained merely to cancellation of the previous agreement, is wholly untenable.

6.4. Once a document is duly registered, the law presumes that the parties voluntarily appeared before the Sub-Registrar, that the contents of the



document were explained to them, and that the executant affixed his signatures or thumb impressions only after admitting the correctness of the recitals. The appellant has failed to rebut this statutory presumption.

6.5. In view of the consistent and well-reasoned findings recorded by both Courts below, and in the absence of any perversity or illegality, no substantial question of law arises for consideration in this Regular Second Appeal. The appeal is, therefore, devoid of merit and stands dismissed.

7. Since the main matter has been adjudicated and stands concluded by the dismissal of the present appeal, all pending miscellaneous applications, if any, shall also stand disposed of accordingly, as no further orders are required to be passed therein.

10.12.2025
Gaurav Sorot

(**VIRINDER AGGARWAL**)
JUDGE

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