

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH****128****RSA-1875-2025 (O&M)****Date of decision: 15.09.2025****Satpal****...Appellant(s)****Vs.****Piara Ram****...Respondent(s)****CORAM: HON'BLE MS. JUSTICE NIDHI GUPTA**

Present:- Mr. Muish Bhardwaj, Advocate for
Mr. Navraj Singh, Advocate
for the appellant.

NIDHI GUPTA, J.

Present second appeal has ben filed by the defendant against the concurrent judgments and decrees of the learned Courts below; whereby suit filed by the plaintiff/respondent for specific performance of Agreement to Sell dated 10.09.2015 in respect of the suit land measuring 08K 10M, has been decreed by both the Courts below.

2. Learned counsel for the defendant *inter alia* submits that the learned Courts below were in error in decreeing the suit of the plaintiff as they failed to appreciate that the appellant never executed the alleged Agreement to Sell dated 10.09.2015 and the alleged Receipts dated 10.09.2015 and 09.09.2016. The appellant has never received alleged sale consideration and fraud has been played upon the appellant by the respondent/plaintiff as the alleged Agreement and Receipts are fabricated and false. It is submitted that both the Courts below failed to correctly



appreciate the evidence of PW2 Shingara Ram and PW4 Joginder Pal, who are the star attesting witnesses of the alleged Agreement to Sell and alleged Receipts. PW2 had not come present for cross-examination, after tendering their affidavit in examination-in-chief. Thus, Agreement and Receipts are not proved in accordance with law.

3. It is further submitted that both the Courts below failed to appreciate that the respondent/plaintiff was not in a capacity to pay the alleged sale amount. Moreover, the plaintiff was not ready and willing to execute the Sale Deed on the target date. Plaintiff had failed to prove that he was ready with the money to execute the Sale Deed on the alleged date fixed for execution of Sale Deed.

4. On the other hand, Id. Courts below have failed to appreciate the comprehensive and cogent evidence produced by the defendant. It is accordingly prayed that the present second Appeal be allowed; and the impugned judgments and decrees of the Courts below be set aside.

5. No other argument is raised on behalf of the appellant. I have heard learned counsel and perused the case file in detail. I find no merit in the submissions made on behalf of the defendant.

6. Brief facts of the case are that the defendant being owner in possession of land measuring 08K 10M had agreed to sell the same to the plaintiff @ 20 lakhs per acre vide Agreement to Sell dated 10.09.2015. Defendant had received Rs.10,20,000/- as earnest money. Date of execution of Sale Deed was agreed as 10.09.2016 upon receiving balance sale consideration and clearance of loan taken by the defendant from the



bank upon the suit property. As the defendant could not clear the loan on the suit property, the date of execution of Sale Deed was extended from 10.09.2016 to 10.09.2017 vide endorsement dated 09.09.2016. On the same day, the defendant had also received additional earnest money of Rs.3,70,000/- in cash for which the defendant had duly executed a Receipt for additional earnest money.

7. On 09.09.2017, the date was further extended to 10.06.2018 vide endorsement dated 09.09.2017 as the defendant could still not clear the loan. Thereafter, the plaintiff had personally told the defendant to come present in the office of Sub Registrar, Nawanshar on 11.06.2018. However, the defendant failed to do so. On the other hand, Plaintiff has proved that he remained present in the office of Sub Registrar vide Affidavit dated 11.06.2018 (Ex.P7).

8. Moreover, the Agreement to Sell dated 10.09.2015 Ex.P1 and the Receipt dated 10.09.2015 Ex.P2 duly stand proven from the evidence of PW3 Mohinder Pal, who was the attesting witness. Mohinder Pal had deposed that the said Agreement was written in his presence and in the presence of witness Surinder Kumar and Rs.10,20,000/- was given to the defendant in their presence. All assertions of the defendant that the Agreement did not stand proved, are therefore incorrect. Defendant has admitted in his cross-examination that the Agreement to Sell and the Receipt bear his thumb impressions and signatures; and has failed to elaborate the situation in which the same came to be affixed on the said documents. Accordingly, it is the clear finding of the learned Trial Court in



para 16 of the judgment dated 18.04.2023 that *"In the present case defendant Satpal himself admitted his signatures and thumb impression on the agreement to sell dated 10.09.2015 Ex.P1 and receipt dated 10.09.2015 Ex.P2 and he has failed to prove that these documents have been got prepared by plaintiff by fraud and misrepresentation."*

9. Furthermore admittedly, defendant has not filed any complaint against the plaintiff regarding preparing of false and fabricated documents.

10. Given the above said undisputed facts, the learned Civil Judge (Senior Division), Shaheed Bhagat Singh Nagar had, therefore directed in para 18 of the judgment dated 18.04.2023 as follows: -

"18. In view of my finding on issues discussed above, suit of the plaintiff succeeds and is hereby decreed with costs for specific performance of the agreement to sell dated 10.09.2015 Ex. P1 and plaintiff is directed to deposit the balance sale consideration, stamp registration and other allied expenses as per terms of the agreement to sell dated 10.09.2015 Ex.P1 within a period of two months upon which defendant is directed to execute the sale deed of the suit property in favour of the plaintiff within period of two months, failing which plaintiff will be entitled to get the sale deed executed and registered through court of law after the expiry of aforesaid period. It is further made clear that the balance sale consideration which would be deposited by the plaintiff, the PNB, Village Langorya will have first charge on the said amount regarding the loan amount pending against the defendant. Decree-sheet be prepared. File be consigned to the record-room after due compilation."

11. The learned first Appellate Court has upheld the said direction and has dismissed the appeal of the appellant with costs vide judgment and decree dated 15.04.2025.
12. Keeping in view the above undisputed factual position, I find no ground is made out to interfere in the concurrent findings of the learned Courts below.
13. Hence, present Regular Second Appeal is hereby **dismissed**.
14. Pending applications, if any, stand disposed of.

15.09.2025

Divyanshi

(NIDHI GUPTA)

JUDGE

Whether speaking/reasoned:

Whether reportable:

Yes/No

Yes/No