



RSA-2244-2025 (O&M)

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

RSA-2244-2025 (O&M)

RESERVED ON:- 06.08.2025

PRONOUNCED ON: 12.08.2025

**SMT. GAYTRI DEVI (SINCE DECEASED) THROUGH HER LR
RAJENDER PARSHAD**

.....APPELLANT

Vs.

RAJESH AND ANOTHER

.....RESPONDENTS

CORAM: HON'BLE MR. JUSTICE AMARINDER SINGH GREWAL

(As on the reserved date)

Present: Mr. Mukesh Yadav, Advocate,
for the appellant.

Mr. Amrainder Singh, Advocate,
for the contesting respondent No. 1.

AMARINDER SINGH GREWAL, J.

1. The present Regular Second Appeal has been filed by the appellant, Smt. Gayatri Devi (since deceased), through her legal representative, Rajender Parshad, assailing the order dated 01.04.2025, whereby the appeal preferred by the appellant was dismissed, thereby affirming the judgment and decree dated 26.07.2017, passed by the learned Additional Civil Judge (Senior Division) Narnaul, decreeing the suit filed by contesting respondent No. 1-plaintiff.

2. The contesting respondent No. 1-plaintiff had instituted a suit seeking enforcement of the agreement to sell dated 29.10.2010 in respect of the property in question, and, in the alternative, for recovery of ₹3,75,000/-.



The appellant, Smt. Gayatri Devi, contested the suit by raising preliminary objections as to its maintainability, the plaintiff's *locus standi*, the suit being barred by limitation, and concealment of material facts.

3. Learned counsel for the appellant has submitted that both the Courts below have committed patent illegality in not considering the fact that the land in dispute is in the nature of '*Dohli*' and, as such, cannot be sold. It is further submitted that the mother of the appellant never entered into any agreement to sell with the respondent; rather, she had only taken a loan of ₹50,000/- for her personal needs, and the respondent prepared a forged and fabricated agreement. It is contended that there could be no question of executing the sale of the land in favour of the respondent-plaintiff merely for an amount of ₹50,000/-, particularly when the value of the land is approximately more than ₹50,00,000/-.

4. I have heard learned counsel for the appellant, perused the paper-book, and am of the considered view that there is no force or merit in the submissions advanced on behalf of the appellant. The concurrent findings of fact recorded by both the Courts below do not warrant interference unless shown to be perverse, which is not the case herein. In fact, contesting respondent No. 1, Rajesh, has been able to prove and establish that the agreement to sell dated 29.10.2010 was executed by the appellant, Smt. Gayatri Devi (since deceased), whereupon the learned Additional Civil Judge (Senior Division), Narnaul, passed a decree in his favour. Since respondent No. 1 has duly proved the agreement to sell dated 29.10.2010, I find no reason to take a different view from that of the Courts below, as their findings are based upon correct appreciation of oral as well



as documentary evidence. Furthermore, no substantial question of law arises for consideration in the present appeal. Accordingly, no ground for interference is made out, and the present Regular Second Appeal is, consequently, dismissed.

5. Pending miscellaneous application(s), if any, shall also stand disposed of.

AUGUST 12, 2025 (AMARINDER SINGH GREWAL)
nitin JUDGE

Whether Speaking	Yes
Whether Reportable	No