

**RSA-1176-2016(O&M)
and other connected case**

2025.PHHC.024759



**232-1 IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

1.RSA-1176-2016(O&M)

Karnail Singh

..Appellant

Versus

Jarnail Singh

..Respondent

2.RSA-1177-2016(O&M)

Karnail Singh

..Appellant

Versus

Jarnail Singh

..Respondent

Date of decision: 19.02.2025

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. Atul Jain, Advocate for the appellant

Ms. Bhavna Kapur, Advocate for the respondent

ANIL KSHETARPAL, J. (Oral)

1. With the consent of the learned counsel representing the parties, two connected Regular Second Appeals shall stand disposed of by a common order.

2. In fact, the plaintiff namely Karnail Singh filed a suit for the grant of decree of declaration to the effect that the sale deed executed by him on 12.04.2004 in favour of his brother Jarnail Singh is null and void, with a consequential relief of permanent injunction. Jarnail Singh filed a cross suit for claiming possession. The sale deed dated 12.04.2004 is with respect to 6 marlas plot. The plaintiff claims that the aforesaid sale deed is null and void



as no consideration has been paid and even the possession has not been delivered.

3. Per contra, Jarnail Singh claims that the receipt of sale consideration is acknowledged in the registered sale deed and he prays for possession. The plaintiff and the defendant are brothers. Both the courts have dismissed the plaintiff's suit whereas decreed the suit filed by Jarnail Singh for possession. The First Appellate Court has only modified the judgment of the trial court while observing that the plaintiff shall be entitled to remove the construction and deliver possession of the vacant plot.

4. Learned counsel representing the appellant has made the following submissions:-

i) Sale deed is with respect to plot whereas there is some construction thereon.

ii) No sale consideration has been paid.

iii) Possession was not delivered.

iv) There was a settlement arrived at between the parties under which defendant Jarnail Singh was to transfer one kanal to the plaintiff.

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

6. It is not in dispute that in the registered sale deed there is a recital of receipt of consideration of the entire amount. In such circumstances, there is no reason to doubt its correctness. As far as failure to deliver the possession is concerned, it may be noticed that the defendant has already filed the cross suit. Non-delivery of possession at the time of execution of the sale deed does not affect the validity of the sale deed. As



far as the alleged settlement is concerned, the plaintiff is required to seek its specific performance. This cannot be a ground to set aside the registered sale deed.

7. Similarly, First Appellate Court has already permitted the plaintiff to remove construction. Hence, the validity of the sale deed is not affected merely because there is some construction over a plot whereas the sale deed is only with respect to an open plot.

8. Keeping in view the aforesaid facts, no ground to interfere is made out.

9. Hence, dismissed.

10. All the pending miscellaneous applications, if any, are also disposed of.

**(ANIL KSHETARPAL)
JUDGE**

19.02.2025

rekha

Whether speaking/reasoned

Yes/No

Whether reportable

Yes/No