

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH****230****RSA-4320-2015 (O&M)****Date of decision: 07.08.2025****Sat Pal Singh****...Appellant(s)****Vs.****Bhupinder Singh through his LRs****Davinder Kaur and another****...Respondent(s)****CORAM: HON'BLE MS. JUSTICE NIDHI GUPTA**

Present:- Mr. Balraj Singh Rathee, Advocate
for the appellant.

Mr. Gagandeep Singh, Advocate
for respondent No.1.

NIDHI GUPTA, J.

Present Second Appeal has been filed by the appellant/plaintiff against the concurrent judgments and decrees of the learned Courts below; whereby the suit filed by the plaintiff for permanent injunction restraining defendant No. 2 from making any transfer of the suit plot in favour of any other person except the plaintiff, has been dismissed by both the Courts below.

2. Briefly stated that it was the pleaded case of the appellant/plaintiff that defendant-respondent No.1 was allotted one plot as described in the plaint on 17.10.2002. On 14.03.2003, an Agreement was executed between defendant No.1 and defendant No.2/respondent No.2-Amritsar Improvement Trust (hereinafter referred to as "the Trust") for total amount of Rs.9,37,500/-; out of which Rs.2,34,825/- was paid by



defendant No.1 on the execution of Agreement. The plaintiff pleaded that on 17.01.2005, defendant No.1 had agreed to sell the said plot to the plaintiff for an amount of Rs.6 lacs and the defendant No.1 had received Rs. 6 lacs from the plaintiff. The plaintiff was further authorized to pay remaining instalments to the Trust and each instalment was for Rs.99,317/-. It was the case of the plaintiff that plaintiff had paid the due amount to the Trust vide instalment receipt No. 80030 dated 13.05.2003 and receipt No. 806 dated 14.11.2003. Subsequent payments were also made to the plaintiff vide pay order dated 08.05.2006. Thereafter, plaintiff had submitted various letters to defendant No.2 with a request to change the name of intended vendee and ask defendant No.2 to enter the name of the plaintiff in place of defendant No.1 as defendant No.1 has lost all rights with regard to plot in question. Defendant No.1 has already transferred the possession of the plot in dispute in favour of the plaintiff on 17.01.2005 itself; whereafter plaintiff has become prospective vendee and he is willing to perform all the legal requirements for purchase of this plot. However, to no avail. Accordingly, plaintiff had filed the present Suit on 23.08.2006.

3. Upon appraisal of the pleadings and the evidence led by the parties, the Trial Court vide judgment and decree dated 08.12.2011 had dismissed the suit of the plaintiff with costs. The Appeal filed by the plaintiff was also dismissed by the Additional District Judge, Amritsar vide judgment and decree dated 16.04.2015. Hence, present Second Appeal by plaintiff.



4. It is *inter alia* submitted by Id. counsel for the appellant that the Id. Courts below were in error in non-suiting the plaintiff as they failed to take into account the fact that plaintiff had duly proved on record that he had made payment of Rs.6 lacs to defendant No.1. The plaintiff had also written various letters to defendant No.2 asking to make payment of the remaining amount however no response was received from them in this regard. It is pointed out that PW4 Karanjot Sewardar of the Trust has also appeared before the learned trial Court and had produced the Diary Register for the year 2006 containing entry No. 822 dated 12.05.2006 from which it was proved that the plaintiff had made necessary payment to the Trust. Even the Agreement dated 17.01.2005 entered into between the plaintiff and defendant No.1 was proved on record. It is accordingly submitted that plaintiff had well established his bonafide.

5. Learned counsel for the appellant further submits that the Id. Courts below also ignored that after the said Agreement to Sell the appellant/plaintiff was given the possession of the plot and he constructed the room and rest of the instalments were paid from the account of the appellant/plaintiff which itself prove that the appellant paid Rs. 6,00,000/- to the respondent No.1. The appellant submitted all the documents for transfer of said plot in the name of appellant to the defendant No.2 which was duly entered in the register of Amritsar Improvement Trust at entry serial No. 822. The Id. Courts below totally ignored that the entry for transfer of said plot was made on 12.05.2006



but the officials of the defendant No. 2 misplaced and lost all the documents in connivance with defendant No. 1.

6. It is accordingly prayed that the present Appeal be allowed; and the impugned judgments and decrees passed by the learned Courts below be set aside.

7. Learned counsel for the respondent No.1 vehemently opposes submissions made on behalf of the appellant and submits that it has been consistent case of the defendant No.1 that he had not entered into any Agreement or even Agreement dated 17.01.2005 with the plaintiff. It is submitted that defendant No.1 was a drug addict and the plaintiff being his cousin, was aware of this fact and by taking advantage with malafide intention, had procured some signatures of defendant No.1 on blank stamp papers and had thereafter sought to misuse the same. However, plaintiff was not able to adduce sufficient evidence to prove the Agreement dated 17.01.2005 or even payment of Rs.6 lacs. It is accordingly prayed that the present Appeal be dismissed.

8. No other argument is raised on behalf of the parties.

9. I have heard learned counsel and perused the case file in detail.

10. I find no merit in the submissions made on behalf of the appellant. Perusal of the record clearly establishes beyond doubt that plaintiff has miserably failed to prove his case. To prove the Agreement in question, the plaintiff had produced two attesting witnesses, namely, Jagdip Singh PW1 and Hardeep Singh PW3, who although had tendered their



affidavits Ex.PW1/A and Ex.PW3/A respectively by way of examination-in-chief, however, they had not subjected themselves to cross-examination. What is more important is that the plaintiff had closed his evidence without cross-examining these two material witnesses. In the absence of evidence of the attesting witnesses, the alleged Agreement dated 17.1.2005 remained unproved. Therefore, it cannot be accepted that the Agreement in question was validly executed by defendant No.1 in favour of the plaintiff.

11. Plaintiff was even unable to prove the alleged payment of Rs.6 lacs to defendant No.1. Despite several Court queries, learned counsel for the appellant has been unable to disclose to this Court even the mode of payment of the said Rs.6 lacs to defendant No.1. The file reveals that even before the Courts below, the plaintiff had failed to produce any documentary evidence in the form of Demand Draft, receipt, pay order, cheque or any such instrument to prove the payment of Rs. 6 lacs to defendant No.1 as sale consideration in lieu of the suit plot. Even date and time and place of payment is not mentioned. As such, alleged payment of Rs.6 lacs also remains unproved.

12. Even further, plaintiff has pleaded that documents for transfer/change of allotment in his favour were filed by the plaintiff before the Trust. However, no such document was brought on record by the plaintiff. Even the application/request letter for transfer of allotment allegedly made by the plaintiff to defendant No.2-Trust was not produced by the plaintiff. Moreover, request letter for transfer of allotment of any immovable property by the Amritsar Improvement Trust has to be accepted



upon the prescribed proforma and has to be supported by affidavits and indemnity bonds. The plaintiff has not produced copy of any such application/documents, which are to be submitted along with application for transfer of allotment. Even no document submitted by defendant No.1 requesting for transfer of allotment to be made in favour of the plaintiff, has been produced. Thus, it cannot be believed that defendant No.1 has agreed to get the transfer of the disputed plot in favour of the plaintiff.

13. Furthermore, the plaintiff has even failed to prove the legality and validity of the alleged Agreement dated 17.01.2005. Even there is no document to establish possession in favour of the plaintiff of the disputed plot. Admittedly, plot was owned by defendant No.2/Trust and the original allottee is defendant No.1. There is no legal document in favour of the plaintiff establishing his right qua the disputed plot.

14. Learned counsel for the appellant is unable to controvert or dispute the above said facts and findings.

15. In view of the above, no ground is made out to interfere in the impugned judgments and decrees of the learned Courts below. The present Appeal stands **dismissed**.

16. Pending applications, if any, stand disposed of.

07.08.2025

Divyanshi

(NIDHI GUPTA)
JUDGE

Whether speaking/reasoned:
Whether reportable:

Yes/No
Yes/No