



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

(112)

RSA-2738-2025 (O&M)Date of Decision:-**08.08.2025**

JASMER SINGH

... Appellant

Versus

DALBIR SINGH

... Respondent

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CORAM: HON'BLE MR. JUSTICE VIRINDER AGGARWAL

Present:- Mr. Chetan Kapoor, Advocate
for the appellant.

VIRINDER AGGARWAL, J. (Oral)

1. The respondent/plaintiff has filed suit for possession by way of specific performance along with permanent injunction claiming that parties entered into an agreement to sell dated 12.08.2015 for two shops in village Basantpura, Tehsil Rajpura, District Patiala for a sale consideration of ₹10 lac, ₹8.68 lac was paid as earnest money, the balance sale consideration of ₹1.32 lac was to be paid on the date of execution and registration of the sale deed on 12.08.2016. On 08.08.2016, an additional amount of ₹1 lac was paid by the plaintiff to defendant and date for execution and registration of sale deed was extended to 12.04.2017. The appellant/defendant refused to execute the sale deed. Suit was filed by respondent/plaintiff.

2. The appellant/defendant contested the suit by raising preliminary objections regarding concealment of material facts and maintainability of the suit and on facts, denied the genuineness of the transaction and asserted that agreement to sell was actually a security



document for repayment of prior loan of ₹5 lac advanced by respondent/plaintiff in September, 2012 out of which ₹1.60 lac was repaid vide various transactions. The amount of ₹8.68 lac shown as earnest money is a fabricated figure by calculating the interest at the rate of 2% per month on principal loan, extension agreement is forged and fabricated as his signatures were obtained on blank papers.

3. From the pleadings of the parties, following issues were framed:-

1. Whether the plaintiff is entitled to the relief of possession by way of Specific Performance of contract for sale as prayed for? OPP
2. Whether the plaintiff is entitled to the relief of Permanent Injunction as prayed for? OPP
3. Whether the suit of the plaintiff is not legally maintainable? OPD
4. Whether the plaintiff has not come to the court with clean hands and has suppressed the true and material facts from the court? OPD
5. Whether plaintiff is estopped from filing the present suit by his own act and conduct? OPD
6. Relief.

4. In order to prove these issues, plaintiff examined Dharmainder Singh as PW1 who proved agreement to sell Ex.P1 and extension writing Ex.P2; plaintiff-Dalbir Singh himself stepped into witness-box as PW-2 and proved legal notice Ex.P3, affidavit Ex.4, application moved before Sub-Registrar Ex.P5, *Jamabandi* for the year 2010-2011 Ex.P6, copy of the pass-book of account with Punjab National Bank Ex.PW2/3, copy of pass-book of account with Bhani Kalan Agricultural Cooperative Multipurpose Society



Ex.PW2/C, copy of pass-book of account with PNB Basantpur Ex.1

copy of pass-book of the account with Axis Bank Ex.PW2/E.

5. In order to rebut the evidence of plaintiff/defendant, defendant himself appeared as DW-1 and examined Ripudhaman Singh as DW-2, who proved the ledger entries Ex.DW2/A to Ex.DW2/E.

6. After hearing arguments, the learned Civil Judge, dismissed the suit. First appeal was preferred. The learned Additional District Judge, Patiala after hearing arguments, allowed the appeal and judgment/decreed passed by learned Civil Judge was set aside. Suit of possession by way of specific performance was decreed. Aggrieved by the decree and judgment passed by First Appellate Court, present appeal has been filed.

7. Primarily assailing the finding on the grounds that there is absence of clear-cut demarcation of suit property. The suit property is joint and undivided land, there is no proof of payments as claimed by plaintiff on 12.08.2015 and 08.08.2016 and the testimonies of witnesses of plaintiff are unreliable and in-consistent and writing dated 08.08.2016 is fabricated. Learned counsel for the appellant argued that agreement to sell Ex.P1 is a sham transaction and the ledger entries proved on record by defendant clearly shows that there were past transactions between the parties and extension agreement Ex.P2 is forged as last line of that agreement has been inserted later on.

8. I have heard the learned counsel for the appellant and gone through the record thoroughly.

9. The finding recorded by the learned First Appellate Court are well reasoned and it is not denied by the appellant/defendant that the



agreement Ex.P1 was executed between the parties, even the signatures on

Ex.P2 has not been denied and the version of the appellant/defendant that agreement Ex.P1 is a security document is not proved on record as onus was upon the appellant/defendant to prove the same, ledger entries are rightly discarded by the First Appellate Court as the same are in the name of Jeet Singh or Harjeet Singh. It cannot be concluded that these entries are pertaining to respondent/plaintiff-Dalbir Singh from the mere fact that Jeet Singh is shown to be a resident of Shahpur, the place from where respondent/plaintiff hails. It cannot be concluded that Jeet Singh is actually Dalbir Singh or that Dalbir Singh is also known by the name of Jeet Singh or Harjeet Singh. Appellant/defendant has led no evidence except self-serving statement that Dalbir Singh is also known by the name of Jeet Singh and Harjeet Singh. Consequently, the learned First Appellate Court has rightly concluded that these entries could not be proved to be related to respondent/plaintiff. Considering the entire arguments and material on record, I am of the considered opinion that no substantial question of law arises. There is no illegality or perversity in the findings recorded by the First Appellate Court requiring any interference by this Court. Consequently finding no merits, appeal is hereby dismissed.

10. Since the main case has been decided, pending miscellaneous application(s), if any, stands also disposed of.

08.08.2025
Gaurav Sorot

(**VIRINDER AGGARWAL**)
JUDGE

Whether reasoned / speaking?

Yes / No



Whether reportable?

Yes / No