

**RSA No.2030 of 2017 (O&M) and  
other connected appeal**

**1**

2025.PHHC:175255



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

**Date of Decision: 03.12.2025**

**RSA No.2030 of 2017 (O&M)**

Harjinder Singh (since deceased) through his LRs and another  
.....Appellants  
Versus

Jaswant Singh and another  
.....Respondents

**RSA No.2031 of 2017 (O&M)**

Darbara Singh  
.....Appellant  
Versus

Jaswant Singh and others  
.....Respondents

**CORAM : HON'BLE MR. JUSTICE PANKAJ JAIN**

Present : Mr. Rajinder Goel, Advocate  
for the appellants in RSA-2030-2017.

Mr. Sanjiv Gupta, Sr. Advocate with  
Mr. Lavish, Advocate  
for the appellant in RSA-2031-2017.

Mr. H.S. Bedi, Advocate  
for respondent No.1.

**PANKAJ JAIN, J. (Oral)**

**CM No.15341-C of 2025 in  
RSA No.2030 of 2017**

This is an application filed under Order XXII Rule 3 CPC read  
with Section 151 CPC for impleading LRs of deceased/appellant No.1  
Harjinder Singh and deceased/appellant No.2 Balwinder Singh, who are



stated to have died during the pendency of the appeal on 20.02.2022 and 08.10.2020, respectively.

There is specific averment made in paras No.2 and 3 that deceased/appellant No.1 and appellant No.2 have no other surviving legal heirs except those mentioned in para No.2 and 3 of the application. Death certificates of the deceased/appellants have been placed on record as Annexures A-1 and A-2. Application is supported by affidavit.

In view of above, the instant application is allowed subject to all just exceptions. Legal heirs of deceased/appellant No.1 Harjinder Singh and appellant No.2 Balwinder Singh, as detailed out in Paras No.2 and 3, respectively, are ordered to be impleaded. Amended memo of parties is taken on record.

**RSA No.2030 of 2017  
RSA No.2031 of 2017**

These two appeals arise out of a suit for specific performance.

2. Plaintiff filed suit seeking decree of possession by way of specific performance of agreement to sell dated 31.10.2003.

2.1. As per plaintiff, defendant No.1 agreed to sell suit land measuring 16 Kanals for a total sale consideration of Rs.10,00,000/- as detailed out in the headnote of the plaint, in his favour. The plaintiff paid a sum of Rs.5,50,000/- to defendant No.1 as earnest money. Parties agreed to get the sale deed executed on or before 30.10.2004. The agreed date i.e., 30.10.2004 happened to be Saturday. Office of Sub Registrar Dera Baba



Nanak, was closed on 30.10.2004, 31.10.2004. 01.11.2004 was also declared as a holiday. Plaintiff claims that he remained present before Sub Registrar on 02.11.2004 and waited for defendant No.1 till 04:30 PM. Defendant No.1 failed to turn up. Plaintiff further claims that now defendants No.2 to 4 started claiming of having purchased the suit land from defendant No.1. Any such sale deed executed by defendant No.1 in favour of defendants No.2 to 4, is illegal, null and void and not binding upon the rights of the plaintiff. Plaintiff claimed that defendants No.2 to 4 are residents of the same village and had knowledge of the agreement to sell executed by defendant No.1 in his favour. Plaintiff claimed that he always remained ready and willing to perform his part and thus, sought decree of possession by way of specific performance of agreement to sell dated, 31.10.2003.

3. Suit was contested by defendants.

3.1. Defendant No.1 in his written statement denied execution of agreement to sell, dated 31.10.2003. He claimed the agreement to sell propounded by the plaintiff, to be a forged and fabricated document. As per defendant No.1, he is an agriculturist who used to sell his produce through plaintiff, who is a commission agent. Plaintiff had been persisting hard upon the defendant to sell the suit land, but was offering a meagre price. Defendants No.2 to 4 have their land adjoining to the suit land. They were also willing to purchase the suit land and offered him a good price. He accordingly, sold 19 Kanals of land in favour of defendants No.2 to 4 for a



sum of Rs.7,72,000/- and land measuring 6 Kanal 10 Marlas for a consideration of Rs.2,65,000/- vide Sale Deed dated 03.12.2004.

3.2. In their separate written statements, defendants No.2 to 4 repeated the stand taken by defendant No.1 denying agreement to sell dated 31.10.2003. They claimed of having purchased the suit land along with other land from defendant No.1 vide different sale deeds dated 18.06.2004 and 03.12.2004.

4. Suit filed by the plaintiff was put to trial by the Court of First Instance, framing following issues:

1. Whether the plaintiff is entitled for possession of the land as detailed in head note of the plaint? OPP
2. Whether the defendant no.1 executed the agreement to sell in favour of the plaintiff on 31.10.2003 after receiving an amount of Rs.5,50,000/-, as an earnest money out of the total sale consideration amount? OPP
3. Whether the plaintiff was and is always ready to perform his part of the agreement to sell? OPP
4. Whether the plaintiff is entitled for specific performance of the agreement on dated 31.10.2003? OPP
5. If issue no.3 is not prove, whether the plaintiff is entitled to recovery of Rs.10,00,000/- from the defendants in alternative? OPP
6. Whether the agreement to sell in question is a sham, bogus, forged and fabricated document?
7. Relief.

5. While answering Issues No.1, 2, 3, 4, 5 and 6, the Court of First Instance found that the plaintiff successfully proved execution of agreement



to sell by examining attesting witnesses Ajaib Singh and Harbhajan Singh as PW1 and PW2, respectively. Deed Writer Nirmal Kumar, who scribed the agreement to sell, appeared as PW4. Plaintiff appeared as PW3. He proved agreement to sell, Exhibit P-1. Application and affidavit dated 02.11.2004 demonstrating his presence before Sub Registrar, Dera Baba Nanak, were proved as Exhibit P2 and P3, respectively. The Court of the First Instance accordingly, found that the plaintiff successfully proved execution of agreement to sell. Burden to prove his defence thereafter shifted upon the defendants. Apart from his bald assertion regarding agreement to sell being forged and fabricated, defendant No.1 failed to lead any evidence to prove the same. The Court of the First Instance accordingly held that the execution of agreement to sell and the payment of earnest money, stand proved. It has been proved that plaintiff remained ready and willing to perform his part of the contract and held him entitled for possession by way of specific performance.

5.1. On Issue No.6A, the Court found that DW2 Har Rai Singh admitted that plaintiff and defendant No.3 are related to each other. Kuldip Singh, defendant No.4 appeared as DW4. He admitted that no inquiry was made by them before getting the sale deed executed in their favour. PW4 Nirmal Kumar, Scribe of the sale deed in favour of defendants No.2 to 4, is the same Deed Writer, who scribed agreement to sell, Exhibit P-1. Courts accordingly, held that defendants No.2 to 4 having failed to prove that they



are *bona fide* purchasers, plaintiff is entitled to decree of specific performance.

6. Dissatisfied with the judgment and decree passed by the Court of the First Instance, defendant No.1 preferred Civil Appeal No.1071 of 2014. Defendants No.2 to 4 filed Civil Appeal No.1076 of 2014.

7. The Lower Appellate Court re-appreciated the entire evidence threadbare and affirmed the findings recorded by the Court of First Instance.

8. Two separate appeals have been filed before this Court by two different sets of defendants.

9. During the course of arguments, counsel for the parties agreed that the material issue in dispute would be the findings recorded by the Courts below on Issue No.6A. Thus, the question that needs to be considered is:

*“Whether defendant No.2 to 4 are bona fide purchasers  
or not?”*

10. Having heard counsel for the parties and after carefully perusing the records of the case, this Court finds that pure finding of fact has been recorded by the Courts below rejecting the plea raised by defendants No.2 to 4 of being *bona fide* purchasers of the suit land. There is more than one reason to affirm the findings recorded by the Courts below, which are enlisted hereunder:



- (i) All the parties to the present suit belong to the same village;
- (ii) DW2 Har Rai Singh in his testimony admitted that plaintiff and defendant No.3 Balwinder Singh are related to each other;
- (iii) DW4 Kuldip Singh himself admitted that no inquiry was made by defendants No.2 to 4 prior to execution of sale deed in their favour;
- (iv) Lands of defendants No.2 to 4 are adjoining to the suit land as claimed by counsel representing the appellant during the course of argument;
- (v) There was no agreement to sell executed between defendant No.1 and defendants No.2 to 4 prior to execution of sale deed by defendant No.1 in favour of defendants No.2 to 4;
- (vi) By agreement to sell propounded by the plaintiff, defendant No.1 agreed to sell 16 Kanals of land @ Rs.5,00,000/- per acre, whereas by way of Sale Deed dated 18.06.2004, defendant No.1 executed sale deed *qua* 19 Kanals of land in favour of defendants No.2 to 4 for a meagre sum of Rs.7,72,000/-,



11. Incidentally, the land which is subject matter of agreement to sell, dated 31.10.2003 propounded by the plaintiff, is included in the Sale Deed, dated 18.06.2004 executed by defendant No.1 in favour of defendants No.2 to 4. This shows that the sale deed executed by defendant No.1 in favour of defendants No.2 to 4, is nothing but an act to defeat the claim of plaintiff under agreement to sell in his favour as it is highly improbable that a man of ordinary prudence would sell 19 Kanals of land for Rs.7,72,000/- when 16 Kanals thereof, is fetching him Rs.10,00,000/-.
12. In view of above, this Court finds that the Courts below rightly held plaintiff entitled to main relief of specific performance as defendants No.2 to 4 failed to prove their *bona fide* as required under Section 19(b) of the Specific Relief Act, 1963.
13. Finding no merit in the present appeals, the same are ordered to be dismissed.
14. Pending application, if any, shall also stands disposed off.
15. A copy of this order be kept on the file of other connected cases.

December 03, 2025  
Dpr

(Pankaj Jain)  
Judge

Whether speaking/reasoned : Yes  
Whether reportable : Yes