



IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

RSA-2675-2024(O&M)
Reserved on: 19.08.2025
Pronounced on: 19.09.2025

Baldev @ Baldev Raj and others
Versus
Kamlesh Rani
... Appellants
... Respondent

2. RSA-2681-2024(O&M)

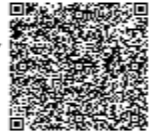
Baldev @ Baldav Raj and others
Versus
Anil Kumar
... Appellants
... Respondent

CORAM: HON’BLE MR. JUSTICE VIKRAM AGGARWAL

Present: Mr. P.K. Mutneja, Senior Advocate, with
Mr. Vishesh Bhatia, Advocate,
for the appellants.

VIKRAM AGGARWAL, J.

By way of the instant judgment, I propose to decide two Regular Second Appeals titled above. Though both matters were decided by way of separate judgments in two different suits, they were adjudicated on the same date. Defendants in both suits were the same, and the plaintiffs in the two suits were husband and wife. The issue involved was also the same, the only difference being different parcels of land owned by the defendants. The facts shall primarily be derived from RSA-2675-2024, though reference to the facts of the other case shall also be made as and where required.



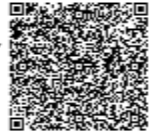
2. This is defendants' appeal against judgment and decree dated 22.07.2024, passed by the Court of Additional District Judge, Panipat, dismissing the appeal filed against judgment and decree dated 11.10.2019, passed by the Court of Civil Judge (Sr. Divn.), Panipat, vide which the suit for possession and damages filed by the respondent(s)/plaintiff(s) was decreed.

3. For the sake of convenience and clarity, parties shall be referred to as per their original status.

4. Lakhmir Singh and Sat Pal Singh were owners in possession of land measuring 37 kanals 7 marlas (fully described in plaints), situated in the revenue estate of Village Urlana Kalan, Tehsil Madlauda, District Panipat (hereinafter referred to as, '**the suit land**').

5. Land measuring 15 kanals 7 marlas and 6 kanals 13 marlas were sold by them to the plaintiff - Kamlesh Rani vide two separate registered sale deeds dated 26.08.2014. Further, land measuring 15 kanals 7 marlas was sold by them to Anil Kumar (plaintiff in the second case) vide registered sale deed dated 26.08.2014. In this manner, they alienated the entire suit land measuring 37 kanals 7 marlas in favour of the two plaintiffs, namely, Kamlesh Rani wife of Anil Kumar, and Anil Kumar.

6. An agreement to sell was executed by Lakhmir Singh and Sat Pal Singh on 02.05.2005 in favour of defendants No.1 to 4. The sale consideration was fixed at Rs.5,75,000/- per acre and sale deed was to be executed by 05.06.2005. A sum of Rs.23,50,000/- is stated to have been paid by defendants No.1 to 4.



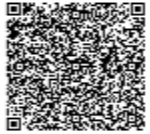
7. In the interregnum, on the basis of a previous agreement to sell, Anil Kumar filed a suit for specific performance against Lakhmir Singh and Sat Pal Singh, which was dismissed on 26.11.2012. Appeal filed against the said judgment also came to be dismissed on 09.04.2014.

8. Thereafter, the parties are stated to have arrived at a compromise, pursuant to which Lakhmir Singh and Sat Pal Singh sold the suit land to Kamlesh Rani and Anil Kumar by way of registered sale deed dated 26.08.2014.

9. Subsequently, FIR No.137 dated 05.05.2015 was got registered under Sections 406, 420 & 120B of the Indian Penal Code, 1908 (for short, 'IPC') by defendants No.1 to 4 against Lakhmir Singh and Sat Pal Singh and plaintiffs, in which an application for anticipatory bail was filed. During the course of hearing, it was agreed that Lakhmir Singh and Sat Pal Singh would refund Rs.23,50,000/- to defendants No.1 to 4, which they duly did.

10. Defendants No.1 to 4 claimed to have come into possession of the suit land pursuant to the agreement to sell having been executed in their favour by Lakhmir Singh and Sat Pal Singh. However, the plaintiffs claimed that defendants No.1 to 4 had taken forcible possession of the suit land on 06.06.2015. On that basis, the plaintiffs instituted separate suits for possession against defendants No.1 to 4.

11. The averments in the plaints were based on the sale deeds executed in favour of the plaintiffs. The defendants opposed the suit stating that they had been put in possession of the suit land upon execution of the agreement to sell in their favour on 02.05.2005, after having paid the entire sale consideration.



12. The suits came to be decreed by the trial Court holding that defendants No.1 to 4 were in permissive possession of the suit land, and that in view of the sale deeds having been executed in favour of the plaintiffs, they were entitled to a decree of possession. In the appeal also, the said findings were upheld, leading to the filing of the instant appeal(s).

13. I have heard Sh. P.K. Mutneja, learned Senior counsel representing the appellant(s), at length.

14. As regards the scope of second appeal, it is now a settled proposition of law that in Punjab and Haryana, second appeals preferred are to be treated as appeals under Section 41 of the Punjab Courts Act, 1918 and not under Section 100 CPC. Reference in this regard can be made to the judgment of the Supreme Court in the case of ***Pankajakshi (Dead) through LR and others V/s Chandrika and others, (2016)6 SCC 157***, followed by the judgments in the case of ***Kirodi (since deceased) through his LR V/s Ram Parkash and others, (2019) 11 SCC 317*** and ***Satender and others V/s Saroj and others, 2022(12) Scale 92***. Relying upon the law laid down in the aforesaid judgments, no question of law is required to be framed.

15. It was strenuously urged by learned Senior counsel that both Courts have gravely erred in decreeing the suits. It was submitted that after the dismissal of the suit for specific performance filed by Anil Kumar, Lakhmir Singh and Sat Pal Singh fraudulently alienated the suit land in favour of Kamlesh Rani and Anil Kumar, with an intent to defeat the lawful rights of defendants No.1 to 4. It was further submitted that defendants No.1 to 4 had been in possession of the suit land since the year 2006.



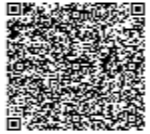
16. As regards receiving of payment of Rs.23,50,000/-, during the course of hearing of the anticipatory bail of Lakhmir Singh and Sat Pal Singh, learned Senior counsel contended that the said amount had been accepted subject to the legal rights of defendants No.1 to 4.

17. Learned Senior Counsel further submitted that in part performance of the agreement to sell dated 02.05.2005, possession of the suit land had been handed over to defendants No.1 to 4 and, therefore, they were entitled to protect their possession under the doctrine of part performance as embodied in Section 53-A of the Transfer of Property Act, 1882. In support of his contentions, learned Senior counsel placed reliance on the decisions of the Hon'ble Supreme Court in **Shrimant Shamrao Suryavanshi and another v. Pralhad Bhairoba Suryavanshi (dead) by LR's and others**, 2002(3) SCC 676; and **Suraj Lamp and Industries Private Limited v. State of Haryana and another**, 2012(1) SCC 656.

18. I have considered the submissions made by learned Senior counsel for the appellant(s) and have also perused the record.

19. Admittedly, sale deeds dated 26.08.2014 were executed in favour of Kamlesh Rani and her husband Anil Kumar. The said sale deeds were produced on record as Ex.PW2/A and Ex.PW2/B in the suit filed by Kamlesh Rani and as Ex.PW2/A in the suit filed by Anil Kumar. It is also an admitted position that the suit for specific performance filed by Anil Kumar against Lakhmir Singh and Sat Pal Singh was dismissed on 26.11.2012 and appeal was also dismissed on 09.04.2014.

20. Merely because sale deeds were subsequently executed in favour of Kamlesh Rani and her husband Anil Kumar does not mean that the



same had been done fraudulently. Concededly, defendants No.1 to 4 have not filed any suit for specific performance till date. If, as claimed, an agreement to sell had been executed in their favour on 02.05.2005 and the land had also been alienated in favour of Kamlesh Rani and Anil Kumar in the year 2014, it is not understood as to why no suit for specific performance was instituted by them. The mere fact that the land had been alienated, does not mean that a suit for specific performance could not have been filed. They had agreements to sell, as per them, with Lakhmir Singh and Sat Pal Singh, and they could very well have instituted a suit for specific performance, in which, at best, if so desired, though not required, they could have impleaded Kamlesh Rani and Anil Kumar as parties. However, the same was not done and defendants No.1 to 4 chose to remain silent.

20.1. Further, defendants No.1 to 4 were not able to prove that they had been put in possession of the suit land in the year 2006. No revenue record was produced to substantiate this claim.

21. Per contra, the revenue record produced in the Court shows that defendants No.1 to 4 came into possession after June 2015, which proves the stand of the plaintiffs that they had taken forcible possession of the suit land. No doubt, the plaintiffs did not register any FIR, but that alone is not sufficient to demolish their case.

22. The issue of protecting the defendants' possession, which had been handed over to them in part performance, does not arise because their possession itself from the year 2006 has not been proved. Further, the agreement to sell, which forms basis of their claim, was not registered. In fact, the said agreement to sell was not even brought on record. Under the



circumstances, both Courts rightly decreed the suit for possession in favour of the plaintiffs. As regards *mesne profits*, no arguments were addressed at the time of hearing. However, having perused the detailed findings recorded on this aspect, which are pure findings of fact, this Court is not inclined to interfere with the same.

23. It, therefore, clearly emerges that both Courts have dealt with the matter from the correct perspective and have rightly decreed the suits for possession.

24. Accordingly, I do not find any illegality, whatsoever, in the findings recorded, calling for interference in second appeal(s).

25. In view of the above, the instant appeals are found to be devoid of merit and are accordingly dismissed.

26. Pending application, if any, also stands disposed of.

(Vikram Aggarwal)
Judge

19.09.2025
Rajan

Whether speaking / reasoned:	Yes/No
Whether Reportable:	Yes/No