

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH****238****RSA-881-2019 (O&M)****Date of decision: 01.09.2025****Rewti****...Appellant(s)****Vs.****Tej Singh and others****...Respondent(s)****CORAM: HON'BLE MS. JUSTICE NIDHI GUPTA**

Present:- Mr. Birender Singh Rana, Senior Advocate with
Mr. Neeraj Mann, Advocate for the appellant.

Mr. Sudhir Rana, Advocate with
Mr. Praveen Kumar and Mr. Deepak Joon, Advocates
for the respondents.

NIDHI GUPTA, J.

Present Regular Second Appeal has been filed by the plaintiff against the concurrent judgments and decrees of the learned Courts below; whereby the suit filed by the appellant for declaration, and permanent and mandatory injunction has been dismissed with costs by both Courts below.

2. Brief facts of the case are that the plaintiff had filed the present Civil Suit seeking a declaration to the effect that the Release Deed Vasika no. 567 dated 15.05.2001 and Mutation no. 141 dated 04.03.2002 regarding suit land mentioned in para no. 1 of the plaint are wrong, illegal, null and void and suffered by playing fraud and misrepresentation; and a



decree for permanent injunction restraining defendants from interfering in peaceful possession or dispossess plaintiff or alienate or create any charge over suit land on the basis of alleged release deed and mutation; **and** in alternative, a decree for mandatory injunction if defendants succeed to dispossess plaintiff from suit land during pendency of the suit.

3. It was pleaded in the plaint that plaintiff is co-owner in possession to the extent of 1/5th share over the suit land total measuring 140K 18M as described in the plaint. It was pleaded that the defendants Net Ram and Sabha Chand, real brothers of the plaintiff, had approached her in May 2001 stating that they wanted to advance a loan on the suit land, and being co-sharer thereof, her 'no objection' is required. Under the said misrepresentation of loan, defendants had taken plaintiff to Tehsil and taken her thumb impressions over some documents, which were not read over or explained to her. Later, plaintiff got knowledge that on the basis of said documents, defendants had executed impugned Release Deed No. 567 dated 15.05.2001 in their favour. On the basis of the said Release Deed, even a Mutation No. 141 dated 04.03.2002 was got entered and sanctioned in favour of the defendant. Repeated requests by the plaintiff to the defendants for cancellation of Release Deed, were of no avail. Accordingly, present suit was filed on 05.04.2011.

4. Upon appraisal of the pleadings and oral and documentary evidence adduced by the parties, the learned Civil Judge (Junior Division), Rewari had dismissed the suit of the plaintiff with costs vide judgment and decree dated 09.09.2015. The Appeal filed by the plaintiff was dismissed



by the Additional District Judge, Rewari with costs vide judgment and decree dated 24.08.2018. Hence, present Second Appeal by the plaintiff.

5. Learned Senior Counsel for the appellant, while assailing the concurrent findings recorded by the Courts below, submits that the property in question was ancestral in the hands of the father of both the parties and that release deed dated 15.5.2001 is not a genuine document as the same was got executed by the brothers of the appellant by way of mis-representation and fraud under the guise of taking loan from the bank and the contents of the alleged release deed was never read to the appellant who is an illiterate lady and used to thumb mark only.

6. It is further submitted that the Id. Courts below have erred in law as well as on facts while holding that the suit filed by the appellant is barred by limitation, ignoring the fact that she is a married lady residing at her in-laws' place and thus she can't be aware about the change in the revenue record. It is submitted that the plaintiff has deposed while appearing as PW1 that she was brought to her village Rajawas by defendants on the pretext that they were to obtain a loan from the bank, and she is accompanying them for being a witness as she was a co-sharer in the land. On this pretext, her thumb impressions were obtained on a blank paper. She has further deposed that she came to know about the said forgery / fraud when she went for obtaining the copy of the Jamabandi to the Patwari in the month of May 2011. Thereafter, she made a request to the defendants for cancellation of the release deed which they refused to accept. In these facts, the limitation to file the suit shall



run from the date of knowledge of alleged fraud committed by the defendants in getting executed the release deed. It is submitted that the plaintiff is an illiterate lady and she was not aware that which document has been prepared by the defendants; rather she acted in good faith reposing trust in her brothers and believing their version that they want to obtain loan against their land and her thumb impressions are required being a co-sharer in the land. Thus, in these facts, the impugned judgments passed by the Id. courts below are liable to be set aside being perverse.

7. It is accordingly prayed that the present Second Appeal be allowed; and the impugned judgments and decrees of the learned Courts below be set aside.

8. *Per contra*, learned counsel for the respondents/defendants vehemently opposes submissions made on behalf of the appellant/plaintiff and submits that the plaintiff has herself admitted the Release Deed in the plaint; whereas in her evidence, she had denied execution of Release Deed in favour of her brothers. Even further PW2 son of the plaintiff had contradicted case of the plaintiff herself. It is also pointed out that parties were 3 sisters and 2 brothers and the other 2 sisters had already released their share in favour of their brothers Net Ram and Sabha Chand. It is accordingly prayed that the present Second Appeal be dismissed.

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



10. I have heard learned counsel and perused the case file in detail. I find no merit in the submissions made on behalf of the appellant.

11. First and foremost, the execution of Release Deed stood proven on record. To prove the execution of Release Deed, the defendants had examined the attesting witness DW1 Sunder Lal, who had categorically stated that he knew both the parties personally; the Release Deed was written on the instructions of the plaintiff by Rajender Kumar Deed Writer at Rewari; and that after reading over and explaining the contents of the Release Deed to both the parties, they had affixed their thumb impressions/signatures.

12. Defendants had further examined Rajender Kumar, Deed Writer DW5, who had proved the execution of Release Deed; and had deposed that the Release Deed was typed on the instructions of the plaintiff Rewati Devi; which was then entered into the register of DW5 Deed Writer at Sr. No. 152. Defendants had also examined Jyoti Yadav (Handwriting and Fingerprint Expert) who had tendered her report Ex.DW4/B, wherein she gave opinion that thumb impressions marked D2 to D5 on the Release Deed were tallying with the admitted thumb impressions of the plaintiff, Mark S1 to S9. Thumb impressions of plaintiff as presenter and as executant were available on back side of the first leaf of the Release Deed.

13. From the above evidence, Release Deed stood proven on record beyond doubt. In the face of the above voluminous evidence, oral statement of the plaintiff that she did not know the meaning of Release



Deed or her denial of her thumb impressions on Release Deed, do not hold weightage. Especially, as it has also been admitted by her that she had never approached the Police for lodging any case against her brothers, and that she had made no effort for cancellation of Release Deed. Thus, there was nothing on record to indicate any misrepresentation except the statement of the plaintiff/PW1.

14. Further, statement made by the plaintiff that she is in exclusive possession of the suit land was not substantiated from the revenue record/the Khasra Girdawari. Plaintiff even did not know the names of co-sharers of the suit land despite the fact that she alleged herself to be co-owners to the extent of 1/5th share over the suit land.

15. It can also not be ignored that the suit was filed belatedly, 10 years after execution of Release Deed. It has been contended by the learned Senior counsel representing the plaintiff that suit was not barred by limitation as limitation would apply from the date of knowledge; and plaintiff got knowledge of the Release Deed only in February 2011 when she had visited Halqa Patwari. However, even the said contention of learned Senior Counsel does not bear scrutiny as, plaintiff in her cross examination has admitted that she had never visited Halqa Patwari. The record further reveals that on 15.05.2001, plaintiff had appeared before the Sub Registrar, Rewari where she was identified by Raj Kumar, Lambardar and Sunder Lal. Furthermore, Ashok Kumar PW2 son of plaintiff in his cross-examination has admitted that his maternal aunts had released their share of land in favour of his maternal uncles. Thus, PW2 had not only admitted execution of

impugned Release Deed by his mother in favour of his maternal uncles, but had also supported the version of the defendants that the Release Deed had been executed pursuant to a family settlement, wherein it was decided that all sisters would relinquish their rights in the suit land in favour of their brothers/the defendants.

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

17. The present Regular Second Appeal is hereby **dismissed**.

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

01.09.2025
Divyanshi

(NIDHI GUPTA)
JUDGE

Whether speaking/reasoned:	Yes/No
Whether reportable:	Yes/No