

2026:PHHC:007061



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

112

RSA-86-2022 (O&M)

Date of decision :20.01.2026

BALDEV SINGH AND ANOTHER**... APPELLANTS****VERSUS****AMAR NATH DECEASED THROUGH LRS AND OTHERS****...RESPONDENTS****CORAM: HON'BLE MR. JUSTICE PARMOD GOYAL**

Present: Mr. Rahul Sharma, Advocate for
Mr. B.S. Bhalla, Advocate
for the appellants.

PARMOD GOYAL, J. (ORAL)

1. The plaintiffs- appellants are aggrieved by the dismissal of their suit for specific performance of the agreement dated 23.03.2001 vide judgment and decree dated 09.11.2016 passed by the Civil Judge (Senior Division), Nihal Singh Wala. The grievance further extends to the judgment and decree dated 07.10.2021 passed by the learned Additional District Judge, Moga, whereby first appeal preferred by the plaintiffs–appellants was also dismissed.

2. In the suit for specific performance, the plaintiffs–appellants claimed that they were in actual physical possession of the suit property, which defendant No. 1 had agreed to sell vide agreement dated 23.03.2001 to their father Naginder Singh for a total sale consideration of ₹40,611/-. It was pleaded that the entire sale consideration was paid in the presence of marginal witnesses and that vacant possession of the suit property was handed over to the plaintiffs–appellants at the time of execution of the agreement.

3. It was further asserted that at the time of the agreement, defendant No. 1 had agreed to execute the sale deed in favour of Naginder Singh, father of plaintiff Nos. 1 to 3. After the death of Naginder Singh, the plaintiffs-appellants, being his sons, came into exclusive possession of the suit property. The plaintiffs-appellants asserted that they were always ready and willing to perform their part of the contract, whereas defendant No. 1 was not willing to execute the sale deed and kept delaying the matter on one pretext or the other. It was further pleaded that in August 2013, the plaintiffs requested defendant No. 1 to execute the sale deed, but despite issuance of a legal notice dated 26.09.2013, the sale deed was not executed. The plaintiffs further alleged that after issuance of notice, defendant No. 1 had disclosed that the suit property had already been transferred vide sale deed No. 1394 dated 23.08.2012. According to the plaintiffs, the said transfer was the result of fraud played by the defendants with the intention to cheat and defraud the plaintiffs and, therefore, the same was not binding upon their rights. Accordingly, the plaintiffs-appellants had sought specific performance of the agreement dated 23.03.2001 and declaration that sale-deed dated 23.08.2012 is not binding on their rights.

4. Upon notice, the defendants appeared and raised several preliminary objections. It was asserted by the defendants that defendant No. 1 was the owner of the house and during his lifetime, Naginder Singh, predecessor-in-interest of the plaintiffs, had taken the house on rent from defendant No. 1 at a monthly rent of ₹1,500/-. It was the case of the defendants that no agreement dated 23.03.2001 was ever executed by defendant No. 1 and that the plaintiffs had filed the present suit on the basis of forged and fabricated documents by concocting a false story. The signatures of defendant No. 1 on the alleged agreement to sell were specifically denied and stated to be forged and fabricated.

5. It was further pleaded that the suit was hopelessly time barred, having

been filed after a delay of about 13 years, and that the plaintiffs had failed to explain their prolonged silence. Accordingly, dismissal of the suit was prayed for.

6. On the basis of the pleadings of the parties, the learned trial Court framed the following issues:

- “1. Whether plaintiff is entitled to the relief of specific performance, as prayed for? OPP*
- 2. Whether agreement to sell dated 23.03.2001 is forged and fabricated documents? OPD.*
- 3. Whether there is any bar in maintainability of the present suit? OPD*
- 4. Relief.”*

7. Perusal of the impugned judgments and decrees reveals that both the Courts, by way of concurrent findings of fact, have come to the conclusion that the agreement to sell dated 23.03.2001, alleged to have been executed by defendant No. 1 Amar Nath in favour of Naginder Singh, father of the plaintiffs, is forged and fabricated. The Courts have duly taken note of the fact that defendant No. 2, while filing the written statement, had specifically taken the stand that the signatures appearing on the alleged agreement to sell, purportedly of defendant No. 1, were forged and fabricated. Along with the written statement, standard signatures of deceased Amar Nath, which were used for operating his bank account and submitted at the time of opening the account with Punjab & Sind Bank, were placed on record.

8. The defendants also produced on record two pronotes and exchange deeds executed by defendant No. 1, all of which pertained to a period prior to the institution of the present suit. Disputed signatures on the agreement to sell dated 23.03.2001 were sent for comparison with the admitted standard signatures of deceased Amar Nath to the Director, Central Forensic Science Laboratory, Chandigarh. Vide detailed report Ex. D-3, the Forensic Science Laboratory opined

that the disputed signatures on the agreement to sell did not tally with the standard signatures and conclusively reported that the disputed signatures were not those of defendant No. 1.

9. It is also noteworthy that both the Courts independently examined the signatures on record and found themselves in agreement with the opinion rendered by the forensic expert in report Ex. D-3. On the basis of the forensic report as well as the dissimilarity between the disputed signatures on the agreement and the admitted signatures of deceased defendant No. 1, both the Courts held that the plaintiffs–appellants had failed to prove the due execution of the agreement dated 23.03.2001. Consequently, the plaintiffs–appellants were held not entitled to the relief of specific performance of the alleged agreement.

10. In view of the concurrent findings of fact recorded by both the Courts below, based upon proper appreciation of the evidence available on record, which cannot be shown to be perverse or illegal, this Court finds no merit in the present appeal. No substantial question of law arises for consideration. Accordingly, the present appeal is dismissed.

11. Pending miscellaneous application(s), if any, also stand(s) disposed of accordingly.

20.01.2026
manoj

(PARMOD GOYAL)
JUDGE

Whether speaking/reasoned	Yes
Whether reportable	Yes/No