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IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

RSA-1942-A-1986 (O&M)
Date of decision: 19.05.2026

Purni (D) through her LR Mehar Singh (D) through his LRs

...Appellant

Versus

Gurnam Singh and others

...Respondents

CORAM: HON'BLE MR. JUSTICE VIKAS BAHL

Present: Mr. S. S. Kamboj, Advocate and
Mr.Manvir Singh Kamboj, Advocate for the appellant.

Mr. B. D. Sharma, Advocate for the respondents.

VIKAS BAHL, J. (ORAL)

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CHALLENGE IN THE PRESENT APPEAL

1. Challenge in the present appeal is to the judgment dated 31.01.1985 passed by the trial Court vide which the suit filed by the plaintiffs-respondents no.1 to 3 for specific performance of the agreement dated 07.12.1979 has been decreed. Challenge is also to the judgment dated



22.03.1986 of the Ist Appellate Court vide which the appeal filed by the present appellant has been dismissed.

ARGUMENTS ON BEHALF OF THE APPELLANT

2. Learned counsel for the appellant has submitted that in the present case the suit for specific performance filed by the plaintiffs-respondents no.1 to 3 should not have been decreed. It is submitted that the observations made by the trial Court on several aspects is perverse and against the settled principles of law. Learned counsel for the appellant has highlighted that in paragraph 18 it has been observed by the trial Court that the register of stamp vendor does not bear the thumb impressions of the defendant Purni. It is submitted that from the same, it is apparent that the present appellant Purni never put her thumb impressions on the register of the stamp vendor and the said aspect is a material aspect, whereas, the trial Court has stated that the same is immaterial. It is submitted that in case the stamp was purchased by the defendant Purni, then, necessarily her thumb impressions should have been there in the stamp vendor's register and in case the same are not there, then, on the said ground alone, the agreement should be held to be a forged and fabricated document and the suit for specific performance, on the basis of said agreement should have been dismissed.

3. It is further submitted that as per the case of the plaintiffs, the bargain was struck in the house of Kehar Singh and the plea set up by the plaintiffs has been found to be absolutely false as the said Kehar Singh has been examined as DW-5 and he has clearly stated in his evidence that neither a bargain was struck nor any agreement was executed by the



defendant in his presence. It is submitted that from the same, it is apparent that the case set up by the plaintiffs was a false case and thus, the suit should have been dismissed. Learned counsel for the appellant has further highlighted the evidence of PW-2 Gurcharan Singh, attesting witness to show that in the cross-examination he has stated that when he went even Kehar Singh was sitting and thus, the presence of Kehar Singh has been admitted by the witness of the plaintiffs themselves.

4. It is argued that even in the cross-examination of PW-3 Piara Singh, it has been stated that out of all the plaintiffs, it is Gurnam Singh, plaintiff no.1 who was present at the time of entering into the agreement to sell and the other plaintiffs were not present and thus, the suit filed by the plaintiffs deserves to be dismissed on the said ground alone. It is argued that as per the case of the plaintiffs the total sale consideration was Rs.48,000/- out of which Rs.45,000/-was paid by the plaintiffs to the defendant and yet the date for execution of final sale deed was kept as 28.01.1982 and has submitted that once a substantial amount had already been paid, there was no reason as to why the plaintiffs would give such a long date for the execution of sale deed and thus the said agreement to sell becomes a suspicious document. In support of his arguments, learned counsel for the appellant has relied upon the judgment of the Hon'ble Supreme Court in the case of ***Lakha Singh vs. Balwinder Singh and another*** reported as ***2024 AIR Supreme Court 4769***.

5. Learned counsel for the appellant has further submitted that a perusal of the evidence of Gurpreet Singh, who had appeared as PW-5, would further show that he had admitted in his cross-examination that the



suit neither bears his signatures nor he had given power of attorney to any advocate for filing the said suit. It is further submitted that on the said point also, the suit deserves to be dismissed.

6. Learned counsel for the appellant has further argued that Mehar Singh who was the son and GPA holder of the defendant had sold land measuring 12 kanals 17 marlas which was in the same village and was comprised in Rectangle No.7 to third party Darshan Singh and Sadhu Singh and Seetal Singh and the total sale consideration for the same was Rs.24,000/-. It is submitted that from the same, it is apparent that the price of land measuring 12 kanals 17 marlas was Rs.24,000/- in the year 1976, whereas, the agreement to sell in the present case has been entered in the year 1979 and the land measuring 55 kanals was sold for Rs.48,000/- as per the case of the plaintiff. It is submitted that from the same, it is apparent that in case the case of the plaintiff is taken to be true on its face value then the said sale price is highly inadequate which also shows that the agreement to sell is apparently a forged document. It is submitted that the judgment of the trial Court as well as the Appellate Court is perverse and deserve to be set aside and the suit filed by the respondents no.1 to 3 deserves to be dismissed.

ARGUMENTS ON BEHALF OF RESPONDENTS:-

7. Learned counsel for the respondents, on the other hand, has submitted that in the present case, the judgment of the trial Court as well as of the First Appellate Court had been passed after considering the entire evidence and documents on record. It is further submitted that since the respondents/plaintiffs were in possession of the suit property and also there



was love and affection between the parties being related to each other, thus, the period for final execution of the sale deed in terms of the agreement was not kept very short. It is stated that since a substantial amount had already been paid, thus, the respondents had, by virtue of the said agreement, for all intents and purposes, become the owners of the property in question and in view of the same, time was not the essence of the contract. It is further stated that the plea raised by the defendant/appellant in the written statement was absolutely false and it was held so by the trial Court and before the First Appellate Court, the counsel for the present appellant/defendant had fairly stated that they had not been able to prove fraud and that no review has been filed by the plaintiff/appellant and thus, the said statement made before the Appellate Court estops the present appellant from now raising the plea of there being any fraud etc.

8. It is submitted that since in the present case, the attesting witnesses had been examined to prove the due execution of the agreement to sell and even the scribe had been examined and the defendant had admitted her thumb impressions on the said agreement to sell and also the fact that the fraud was not proved, thus, the appeal filed by the present appellant is meritless and deserves to be dismissed. It is argued that the sale deed in pursuance of the decree has already been executed in favour of the plaintiffs/respondent No.1 to 3 and the possession had already been with the respondents No.1 to 3 and the respondents had even been acquitted by the criminal Court, which judgment has been produced by the respondents along with the application for additional evidence and the said judgment had attained finality and thus, in view of the said facts and circumstances, the



appeal filed by the present appellant deserves to be dismissed. It is submitted that no objection was taken by the appellant in the written statement to the effect that one of the plaintiffs has not signed the plaint and it is further submitted that at any rate, it is open to any of the plaintiffs to seek enforcement of the agreement in their favour. It is stated that at any rate, the witness, namely, Gurpreet had appeared as PW-5 in support of the said plaint and had also sought specific performance of the said agreement to sell.

9. Learned counsel for the respondents has further submitted that the land mentioned in the sale deed Ex.DW6/A is comprised in a completely different rectangle number from the land in question which is compared in Rectangle No.30. It is submitted that nothing has been shown by the appellant-plaintiff to prove that the suit land is similarly placed as the land which was sold vide Ex.DW6/A. It is further submitted that there are no pleadings with respect to the said sale deed so as to give an opportunity to the respondent-plaintiff to rebut the said aspect and the said sale deed has been referred to for the first time in the evidence of DW6-Mehar Singh where a specific objection with respect to the mode of proof had been raised and it has also been noticed that the same has not been relied upon. It is submitted that it is apparent that the same is beyond pleadings and cannot be relied upon as no evidence beyond pleadings is admissible. It is submitted that no argument on the basis of the said alleged sale deed Ex.DW6/A has been raised before the trial Court or before the First Appellate Court by the appellant. It is further submitted that the plaintiff was admittedly in possession of the suit land whereas it is not the case of the appellant that the purchasers in the sale deed Ex.DW6/A was in possession of the land sold to



them. It is further submitted that the plaintiffs are relatives of Purni as per the stand taken by Purni herself whereas there is nothing to show that the seller and purchasers of the alleged sale deed Ex.DW6/A were related to each other.

ANALYSIS AND FINDINGS:-

10. This Court has learned counsel for the appellant as well as learned counsel for respondent Nos.1 and 3 and has also perused the paper book and the record of the trial Court and is of the opinion that the judgments of the trial Court as well as of the First Appellate Court are in accordance with law and deserve to be upheld and the appeal filed by the present appellant is meritless and deserves to be dismissed for the reasons detailed hereinafter.

11. The respondents had filed a suit for possession by way of specific performance of the agreement to sell dated 07.12.1979 which is stated to have been executed by the defendant in favour of the plaintiffs for the sale of the land situated in village Patti Sardar Nabi Bux, Tehsil Sultanpur Lodhi, District Kapurthala, comprised in khata no.49, khatoni no.76-77, 81 and khasra nos.30//13/1/4-0, 7/2/6-2, 13/2/4-0, 14/8-0, 15/5-3, 17/8-0, 18/1/3-0, 24/1/4-7, 25/1/3-10, 23/1/2/1-16, 12/1/3-10, 12/2/3-10 as per jamabandi for the years 1976-77. The total land was measuring 55 kanals. Other prayers were also made in the suit. The plaint was amended and as per the amended plaint it was the case of the plaintiffs that the defendant was the owner of the property mentioned in the head note of the suit and an agreement to sell dated 07.12.1979 was entered into between the plaintiffs and the defendant and the total consideration regarding the same



was Rs.48,000/-, out of which Rs.45,000/- was paid as earnest money in the presence of the witnesses and 28.01.1982 was fixed as the date for registration of the sale deed, on the payment of balance sale consideration.

12. It was further the case of the plaintiffs that as per the said agreement, the plaintiffs had the option to get the sale deed executed either in their own names or in the name of anyone else and in case the defendant backs out from the said agreement to sell, then, right was given to the plaintiffs to get the sale deed executed through the process of Court. It was stated that the agreement was read over and explained to the parties, as well as the witnesses and they had signed / thumb marked the same in token of its correctness. It was further the case of the plaintiffs that since the time of the agreement to sell, they are and have been ready and willing to perform their part of the agreement and that the plaintiffs are already in possession of the suit land and on 28.01.1982, which was the date for execution of the sale deed, the plaintiffs remained present before the Sub Registrar, Sultanpur Lodhi with the balance sale consideration and other necessary expenses but the defendant never turned up.

13. It was also pleaded that on 30.01.1982 the plaintiffs had gone to the defendant and had tendered the balance sale consideration as well as stamp expenses and demanded the transfer of the property in question in their favour and since the defendant was backing out from the agreement, thus, a registered legal notice dated 03.02.1982 was also issued by the plaintiffs and served to the defendant requesting the defendant to come before the office of the Sub Registrar, Sultanpur Lodhi on 05.03.1982 for registration of the sale deed. It was again reiterated that the plaintiffs were



and have been ready and willing to perform their part of the agreement. On the basis of said pleas, the suit for specific performance was filed.

14. The sole defendant in her amended written statement had set up the case to the effect that the plaintiff Gurnam Singh and Gurcharan Singh had come to her house on 15.01.1982 and had forcibly got the defendant's thumb impression on several blank papers. The relevant portion of paragraph 2 of the preliminary objections of the said written statement is reproduced hereinbelow:-

“2. That the husband of the defendant Sh. Chambel Singh had married a woman named Partapi earlier to his married with the defendant and out of that wedlock, Chambel Singh had three sons named Kehar Singh, Sadhu Singh and Sardara Singh. The plaintiffs are grand sons of Sadhu Singh s/o Chambel Singh. The plaintiffs have apprehension in their mind as the defendant permanently resides with her son Mehar Singh s/o Chambel Singh since last so many years and had appointed him as her general attorney, the defendant will give her entire property to Mehar Singh alone and not to the plaintiffs. Under a conspiracy, the plaintiffs Gurnam Singh and Gurcharan Singh came to the house of defendant Purni at village Mote Majra tehsil Kharar Distt. Ropar on 15.1.82 in a car No. P.U.C.175 and forcibly put defendant's thumb impression on several blank papers when other woman folk of the house were preparing meals for the plaintiffs named Gurnam Singh and Gurcharan Singh. After obtaining thumb impression of the defendant, the plaintiffs named Gurnam Singh, and Gurcharan Singh ran away in the said Car....”

15. It was further pleaded by the defendant that the agreement dated



07.12.1979 was a forged and fabricated document and since the said agreement was never executed, the question of the plaintiffs being ready and willing to perform their part does not arise. It was stated that notice dated 07.02.1982 (11.02.1982) was received by the defendant and the same was replied to by the defendant, although no such reply to the legal notice was produced on record. A perusal of the written statement moreso, the part which has been reproduced hereinabove would show that it was the case of the defendant that the parties were related to each other and further the thumb impression on the agreement were also admitted, although the defendant had stated that the same had been taken forcibly. In the replication filed, the averments made in the written statement were denied and the averments made in the plaint were reiterated. Additionally it was stated that the land in question was Banjar land which the plaintiffs had made fit for cultivation after spending huge amount.

16. On the basis of the pleadings of the parties, the trial Court vide order dated 17.11.1982 framed the following issues:-

- “1. Whether defendant no.1 agreed to sell the suit land to the plaintiff through agreement dated 7.12.79 and received a sum of Rs. 45000/- at the time of execution of the agreement? OPP.*
- 2. Whether the plaintiffs are entitled to the specific performance of the agreement? OPP.*
- 3. Whether the plaintiffs have no cause of action? OPD.*
- 4. Whether the agreement if proved is the result of fraud and is forged and fake document? OPD.*
- 5. Whether the suit is bad for non-joinder of necessary parties? OPD.*
- 6. Relief.”*



17. The plaintiffs had examined plaintiff Gurnam Singh as PW-1, the attesting witnesses Gurbachan Singh and Piara Singh as PW-2 and PW-3, the deed writer Kulwant Rai as PW-4 and the plaintiff Gurpreet Singh also stepped into witness box and got himself examined as PW-5. In addition to the abovesaid persons, the plaintiffs had also got examined PW-7 Lachman Singh and PW-6 R.S. Bal, Handwriting and Fingerprint Expert. On behalf of the defendants, the defendant Purni had stepped into the witness box as DW-1 and also examined Kehar Singh as DW-5 as well as DW-3 Stamp Vendor, DW-4 Davinder Singh, grand son of the defendant and Mehar Singh as DW-6 in addition to DW-2 Pradhuman Singh and DW7-Daljit Singh.

18. The trial Court, after taking into consideration the entire evidence and the documents on record, decided issue no.1 in favour of the plaintiffs and held that the agreement to sell Ex.P1 bears the thumb impressions of the defendant Purni and that the due execution of the same had been proved on the basis of the testimony of the attesting witnesses PW-2, PW-3, plaintiffs PW-1 and PW-5 as well as deed writer, who had appeared as PW-4. The trial Court had taken into consideration the documents which included the agreement to sell Ex.P1, legal notice Ex.P2, postal receipt regarding service as Ex.P3 and jamabandi of the disputed land, Ex.P4. The trial Court, while considering the defence raised by the defendant-appellant, had observed that the said defence taken by the defendant in the written statement was in variance to the defence taken in the complaint which was the basis of the FIR, the copy of the which had been



exhibited as DW5/A. It was observed that, as per the averments made in the written statement it was only Gurnam Singh and Gurcharan Singh plaintiffs no.1 and 2 who had come to the house of the defendant and had obtained her thumb impressions but in the FIR registered the name of Sewa Singh and Gurpreet Singh plaintiff was also mentioned and it was stated that all the accused persons had come to the house of the defendant on 15.01.1982 and thus the said plea was in variance to the plea taken in the written statement and the name of Sewa Singh and Gurpreet Singh had been added in the criminal case.

19. The evidence of defendant Purni, who appeared as DW-1, was also taken into consideration and it was observed that in the evidence of said DW-1 it was stated that Gurnam Singh plaintiff had come to the house accompanied by two other persons and that from her evidence it was apparent that the other two persons, who had accompanied Gurnam Singh, were not known to her. It was thus observed that the averments in the written statement, the allegations in the FIR and the evidence was in variance to each other. The trial Court had observed that on the other hand the case of the plaintiffs was proved on the basis of documents and evidence on record and it was apparent that in view of the increase of prices of properties and on account of insistence of Mehar Singh, son of the defendant, a false story has been invented by the defendant.

20. It was further noticed that the plaintiffs had even issued legal notice on 11.02.1982 and the receipt of the notice was admitted by the defendant and although it was stated that a reply was filed by the counsel on behalf of the defendant but no reply had been produced on record. On the



aspect of the FIR being registered, the trial Court had noticed that earlier a complaint was filed by the defendant which was withdrawn on 26.02.1982 and thereafter a fresh complaint was filed, however, copy of the earlier complaint filed was not brought on record for the reasons best known to the defendant. The trial Court had further noticed the fact that at the time of the agreement to sell, relationship between the plaintiffs and defendant was good and the possession of the suit property was already with the plaintiffs, as had been admitted by Mehar Singh, who was the son of the defendant, and had appeared in the witness box as DW-6. It was observed that plaintiff-Gurnam Singh had also stated that he, along with other plaintiffs, was in possession of the suit land since the year 1975 and initially the land was *banjar* and plaintiffs had made it cultivable and that no suggestion had been put to the said plaintiff, that the plaintiff was not in possession of the suit land or had not made it fit for cultivation.

21. It was noticed by the trial Court that there was evidence on record to show that earlier the amount of ₹3500/- per annum as lease money was being paid by the plaintiffs to the defendant and the same was paid up to the date the agreement to sell was executed. It was thus observed that if the lease money was paid by the plaintiffs up to the date of the agreement, which was executed in December 1979, then the only reason why the lease money was not demanded from the plaintiffs after the said year would be in view of the execution of the agreement to sell, as the plaintiffs were then in possession of the land under the agreement and not as lessee. It was observed that otherwise the defendant would have claimed lease money. It would be relevant to note that no cross suit/cross claim for recovery of the



said lease money has been filed on behalf of the defendant. The said finding on issue No.1 was exhaustive and detailed. The said finding is neither shown to be perverse nor against law before this Court.

22. The trial Court under issue No.2 had held that the plaintiffs were and have been ready and willing to perform their part of the agreement and had further held that they were entitled to specific performance of the agreement. For the said purpose, reliance was placed upon the legal notice Ex.P2 as well as registered postal receipt Ex.P3 and other documents and evidence. Issue No.3 was also decided in favour of the plaintiffs. Under issue No.4, it was held that the agreement to sell was a genuine document and was not a result of fraud as alleged by the defendant and thus, the said issue was also decided in favour of the plaintiffs and against the defendant. Under issue No.5, it was observed that the defendant has failed to prove the said issue and the same was decided against the defendant. On the basis of the said findings, the suit filed by the plaintiffs for specific performance was decreed.

23. The appeal filed by the defendant through her legal representatives was dismissed vide judgment and decree dated 22.03.1986. A perusal of the said judgment would show that the evidence of the attesting witnesses as well as the documents on record were reconsidered by the First Appellate Court and it was observed that there was sufficient evidence to prove that the agreement to sell was thumb marked by Purni and the execution of the agreement was duly proved. It was observed that the evidence of the plaintiffs as well as of the attesting witnesses could not be shaken during the course of cross-examination. It was also observed that



payment of ₹45,000/- by the plaintiffs to the defendant was sufficiently established by the evidence of the attesting witnesses and the scribe of Ex.P1 and that it was proved on record that the plaintiffs had borrowed a substantial amount for paying the said earnest money. Importantly, it was observed by the First Appellate Court that it was not disputed before the First Appellate Court that the plaintiffs were in possession of the suit property and there was relationship between the plaintiffs and Smt. Purni and that the counsel for the defendant-appellant did not argue anything on the point of fraud and had stated that issue No.4 with respect to fraud was redundant. It would be relevant to mention that the said observations made by the First Appellate Court have not been contested before this Court and at any rate, no review application had been filed before the First Appellate Court on the said important aspect of the issue of fraud having not been argued and having been stated to be redundant before the First Appellate Court. The aspect of readiness and willingness was also considered and apart from the documents on record, it was also reiterated that no reply was filed by the present appellant/defendant to the legal notice issued to the said defendant.

24. This Court has also considered the trial Court record and is of the opinion that the finding of the trial Court as well as of the First Appellate Court is in accordance with the record and deserves to be upheld. The due execution of the agreement to sell dated 07.12.1979 Ex.P1 has been duly proved on record. A perusal of the said agreement to sell would show that the thumb impressions of the defendant are on both the pages of the agreement to sell. The thumb impression on the second page is where the



agreement to sell ends and the same has been placed at the appropriate place which also shows that the agreement was first written and the thumb impression was thereafter affixed. Moreover, at any rate, the defendant has not disputed the said thumb impressions on the agreement to sell as it was the case of the defendant that the said thumb impressions were taken forcibly. A further perusal of the agreement to sell would show that the said agreement to sell was attested by two witnesses i.e. Piara Singh and Gurbachan Singh who have been examined as PW-2 and PW-3 respectively. Piara Singh was admittedly the Sarpanch. It has also been stated in the said agreement to sell that the second party i.e. Gurnam Singh, Gurcharan Singh and Gurpreet Singh (plaintiffs) are already in possession of the suit land, which averment in the agreement, is fully proved on the record and is apparent even from the admissions made by the witnesses of the defendant including DW-6 Mehar Singh, who is the son of the defendant. In the said agreement, it was stated that in case the defendant did not execute the sale deed, then the plaintiffs had the right to get the sale deed executed through Court.

25. In order to prove the said agreement to sell, the plaintiffs had examined both the attesting witnesses. Piara Singh had been examined as PW-3 who had specifically stated that the agreement was read over to the parties. It was also stated by the said Piara Singh that he was the Sarpanch of the village. The true translation of the relevant portion of the examination-in-chief of the said witness (translated by the Translation Branch of this Court) is reproduced hereinbelow:

“Piara Singh s/o Bhagat Singh s/o Gujar Singh, 45



years, occupation Agriculture, Mairipur on SA.

An agreement was executed into between Gurnam, and other plaintiffs and Purni. Kulwant Rai, Deed writer scribed in Sultanpur Tehsil. It was read over and heard. The total agreement was of Rs.48,000/-. An amount of Rs 45,000/- was given. xxx xxx xxx xxx xxx xxx xxx

Ex P1 bears my signatures. I am Sarpanch. Purni had got affixed my signatures after admitting it to be correct. I am now acquainted with Gurcharan Singh.”

26. In the cross-examination, the said PW-3 had stated that even the signatures were affixed in the register of the Deed Writer and he was Sarpanch since 1978. Nothing substantial from the said evidence has been pointed out so as to dislodge the evidence of the said witness.

27. Even the second attesting witness Gurcharan Singh had been examined as PW-2. The said PW-2 had specifically stated that defendant-Purni had affixed the thumb impression after hearing the contents of the agreement and admitting it to be correct. The true translation of the relevant portion of the evidence of the said witness (translated by the Translation Branch of this Court) is reproduced hereinbelow:

“Gurcharan Singh s/o Chanan Singh s/o Ram Singh, age about 40 years, occupation Teacher, Amar Kot (Tibba) on SA.

On 7/12/79, Purni had made an agreement in favor of plaintiff Gurnam Singh etc. which was scribed by Kulwant Rai. After hearing and admitting it to be correct, Purni had affixed the thumb impression. I and Piara Singh had put testimony on it. The deal was of an amount of Rs 48,000/-. An earnest amount of Rs 45,000/- was given at the time of agreement. An amount



of Rs 45,000/- in form of currency notes was given in my presence. The conditions which were fixed, were written in the agreement. The agreement is Ex P1. I was acquainted to the parties.”

28. Nothing substantial from the cross-examination of the said witness has been pointed out so as to dislodge the evidence of the said witness.

29. Even Kulwant Rai, PW-4, who was document writer, had been examined by the plaintiffs and a perusal of his evidence would show that he had made an entry regarding the said agreement in his register at Sr. No.401 and that there were several entries behind the entry with respect to the agreement to sell. The true translation of the relevant portion of the evidence of the said witness (translated by the Translation Branch of this Court) is reproduced hereinbelow:

“Kulwant Rai, Document Writer, License no. 32, Sultanpur Lodhi.

On 7-12-1979, an agreement was scribed in favor of plaintiff Purni. It was read over and heard and Purni affixed thumb impression after admitting it to be correct. At this stage a sealed envelope containing original agreement is opened. The agreement Exhibit- P1 was written by me. The total deal was of an amount of Rs 48000/-. An amount of Rs 45000/- was given in cash. The witnesses also put testimony in my presence. I had also made entry in this regard in register at Sr. no. 401. Today I have seen the original register Sh. Satinderpal Singh, Ahlmad, Sh. H. R. Kaushik, JMIC, Kharar, Case FIR no. 15 dated 21-3-82 State v/s Seema etc. which is produced. There is entry behind the entry of agreement



dated 7-12-1979. This register finishes on 31-12-1979 and there are 44 other entries behind this entry.”

30. Nothing substantial from the cross-examination of the said witness has been pointed out so as to dislodge the evidence of the said witness. PW-7 Lachmann Singh who is the Lambardar of Patti Nabi Bakhash has also been examined and has stated in his examination-in-chief that Purni/defendant had stated that she had sold the land and that the plaintiffs were in possession of the land in question. The said PW had also supported the case of the plaintiffs.

31. PW-1 Gurnam Singh, who is the plaintiff, had given detailed evidence in support of the due execution of the agreement to sell as well as the plaintiffs being ready and willing to perform their part of the agreement. The true translation of the relevant portion of the evidence of the said witness (translated by the Translation Branch of this Court) is reproduced hereinbelow:

“Gurnam Singh s/o Sewa Singh, age about 27 years, plaintiff, witness itself, agriculture on SA.

The disputed land is situated in Village Patti Sardar Nabi Bakhash. Defendant Purni had settled deal of sale of these with we three plaintiffs on 7-12-79. The agreement was scribed by Kulwant Rai, Deed Writer. It was heard and read over to them. Purni had affixed thumb impression after admitting it to be correct. Giani Gurbachan Singh and Piara Singh had put testimony on it. The total agreement was of Rs 48,000/-. An amount of Rs 45,000/- was given in cash at the spot. The land was barren earlier, we cultivated and we dug it



and made it fertile/cultivable. We are in possession of this land since 1975. Earlier we used to give it on Rs 3500/- contract. We remain prepared to abide by the conditions as per agreement. We had to incur on the expenses of sale-deed. On 28-01-82 the sale-deed had to be executed. That day, I had gone to Tehsil Kartarpur. I had brought the expenses of stamp paper and remaining money. That day Purni had not come. I had got verified my presence/attendance from Kanwaljeet Singh, Advocate. I had issued notice to Purni through Sh. Gandhi, Advocate. The original agreement deed is Ex P-1, the copy of notice is Ex P2, receipt of post office is Ex P3, Jamabandi is Ex P-4. We are ready to get execute the sale-deed at the earliest.”

32. Nothing substantial from the cross-examination of the said witness has been pointed out so as to dislodge the evidence of the said witness. Even plaintiff No.3 Gurpreet Singh has been examined as PW-5 and he has also fully supported the case of the plaintiff both with respect to the due execution of the agreement to sell as well as with respect to the readiness and willingness of the plaintiffs to perform their part of the contract.

33. The abovesaid oral as well as documentary evidence, which have been led by the plaintiffs, proves that the agreement to sell was duly executed and the plaintiffs were, are and had always been ready and willing to perform their part of the contract. Additionally, it would be relevant to mention that apart from the said agreement to sell, the plaintiffs had also duly proved on record the legal notice dated 11.02.1982 Ex.P2 which notice was given on behalf of all the three plaintiffs through their counsel to the



defendant to execute the sale deed and in the said legal notice, it was specifically stated that the plaintiffs were ready to meet all the expenses for the purchase of the stamp paper and other expenses and that another opportunity was granted to the defendant to reach the office of Sub Registrar on 05.03.1982 for the purpose of the execution of the sale deed. In the said legal notice, it was also stated that on the earlier date fixed i.e. 28.01.1982, Gurnam Singh had reached the office of the Sub Registrar and had waited for the whole day with balance sale consideration and money for purchase of stamp paper but the defendant failed to turn up. As has been held by the trial Court as well as the First Appellate Court, the receipt of the said legal notice was admitted and it was the stand of the defendant that they had also filed a reply to the said legal notice but no reply to the legal notice was produced.

34. On the other hand, the defendant has not been able to remotely substantiate their plea taken in the written statement. The trial Court had noticed several aspects including the aspect that the plea raised by the defendant in the written statement is in variance to the allegations made in the FIR and also to the evidence of the defendant witnesses. The First Appellate Court had further observed that the said plea of fraud was not even pressed before the First Appellate Court and the finding on the said two aspects has not been shown to be illegal or perverse before this Court. Additionally, it would be relevant to note that DW-6 Mehar Singh had, in his cross-examination, admitted that the suit land is in possession of the plaintiffs and that his sons along with their children were present at home when the said Gurnam Singh etc. came to their house to allegedly take forcible thumb impressions. It was further admitted in his cross-examination



that there were houses in the vicinity and people were residing there and even the Gurdwara was at a distance of 500/600 yards from his house. Apart from the variance in the plea raised by the defendant in the written statement, from the evidence of the witnesses, it is apparent that the plea raised was not only highly improbable but was also a false plea, as it is not possible that Gurnam Singh and other persons could have entered the said house of the defendant to take forcible thumb impressions of the defendant when there were other persons present in the same house and would be able to go out scot-free from the house without any other person in the house or from the neighbourhood being able to apprehend the said persons.

35. Even DW-1 Purni has stated in her cross-examination that her daughter-in-law as well as other grand daughters-in-law were present in the house when Gurnam Singh and other persons had come and that she was sitting in the *baithak* which opens towards the street and one of the doors was also open and the street was a thoroughfare and even the kitchen where the food was being prepared was close to the *baithak* and there were many houses in the vicinity. Thus, the defence raised by the defendant in the written statement is untrustworthy and the observations of the trial Court and the Appellate Court on the said aspect is in accordance with law and deserves to be upheld.

36. It would also be relevant to note that although the police had not registered the FIR on the complaint filed by the son of the defendant Mehar Singh but ultimately since an application under Section 156(3) Cr.P.C. was filed, the Magistrate had directed the registration of the FIR but the Sessions Judge, Ropar had acquitted the plaintiffs along with other accused vide



judgment dated 31.05.1991 passed in Criminal Appeal No.7 of 03.02.1990. A perusal of the said judgment dated 31.05.1991 would show that it was observed by the Sessions Judge, Ropar that the Court could not remotely come to the conclusion that the sale agreement was a forged document. It was also observed that even in case the thumb impression of Smt. Purni did not tally with the thumb impressions affixed against the entry made in the stamp vender register, no adverse inference could be drawn against the accused because there is nothing on record to show that it was the accused who had purchased the said stamp paper. The said judgment has been sought to be produced in additional evidence by the respondents-plaintiffs by filing CM-1910-C-2010. The said application is meritorious and deserves to be allowed. The said document which is a judgment of the Court is *per se* admissible in evidence and would help the Court in finally and properly adjudicating the matter. Moreover, since the judgment of the trial Court and the First Appellate Court were passed in the year 1985 and 1986 and the judgment in the criminal case has been passed subsequent to the same on 31.05.1991, thus, in spite of due diligence, the respondents-plaintiffs could not have produced the said judgment during the course of trial. Moreover, the passing of the said judgment has not been disputed on behalf of the appellant, rather, it has been fairly stated that the said judgment has attained finality and no further challenge has been made to the said judgment. The said aspect also goes in favour of the plaintiffs-respondents.

37. It would be further relevant to note that in the present case, the judgment and decree under challenge has already been executed and sale deed has already been registered in favour of respondent Nos.1 to 3 and



possession is also with the respondent Nos.1 to 3. The said facts have not been disputed before this Court and are apparent from the order dated 13.11.2025 passed by the Coordinate Bench of this Court, which order is reproduced hereinbelow:-

“Present: Mr. S.S. Kamboj, Advocate for the applicant-appellant.

None for the respondent.

In compliance of the previous order, it is informed by learned counsel for the applicant-appellant that execution petition was actually filed by the decree holders-respondents and that a sale deed dated 13.05.1986 has already been executed in their favour through Court. It is submitted further that later on this Court had granted stay order on 24.03.1987.

Learned counsel for the applicant-appellant submits that he is ready with the arguments, but the evidence recorded by the trial Court, is in Punjabi script, which he wants to refer. As per his request, the Translation Branch of this Court is hereby directed to file the translated copies of the evidence, oral as well as documentary, which is in Punjabi script, on deposit of necessary expenses. Said expenses be deposited within 07 days.

Adjourned to 16.02.2026.

November 13, 2025”

38. It is also the case of the respondents-plaintiffs that they have already deposited the balance amount of sale consideration, which aspect has also not been disputed.

39. Before concluding, to be fair to the learned counsel for the appellant, arguments of learned counsel for the appellant also needs to be answered. With respect to submissions made by learned counsel for the



appellant to the effect that as per the case of the plaintiffs, the transaction had taken place in the house of Kehar Singh and the said Kehar Singh in his evidence has stated that no such transaction had taken place in his presence, it would be relevant to note that the said Kehar Singh had been produced as DW5 by the defendant and not by the plaintiffs. The said DW5 in his cross-examination had admitted that he had submitted an application for partition which was dismissed and had filed an appeal and the same was also dismissed and thereafter had stated that he does not remember the said facts. It was also stated by him that he remained ill and that his memory had become very poor and he forgets a lot of things. The relevant portion of the true translation of his evidence is reproduced hereinbelow:-

“.....I had submitted an application of partition, which was dismissed. I have filed appeal and it was dismissed, I don't remember. I don't remember, I appeared before SDM. Voluntarily said, I remain ill, I health is not sound. It is correct that I being ill, my memory is poor and I forget lot of matters, I can't tell.....”

40. Suggestion had also been put to the said witness to the effect that he had deposed falsely due to litigation with Gurnam Singh etc., which he denied.

41. The said aspect had also been considered by the trial Court in para 19 of its judgment in which after noticing the abovesaid evidence of the said DW5, it had been observed that since the said witness was evading questions and was giving contradictory answers thus, he was unreliable and no reliance could be placed upon his evidence. Similarly, the First Appellate Court in para 9 of its judgment had observed that on account of litigation



between the plaintiffs and the said Kehar Singh, it was apparent that the said Kehar Singh was an interested witness and thus, deposed against the plaintiffs and he had even given evasive replies in his cross-examination and his statement was unreliable. Thus, keeping in view the evidence already on record which has been detailed in the earlier part of the present judgment and the abovesaid evidence of DW5, this Court is of the opinion that the finding of the trial Court and the First Appellate Court on the said aspect is in accordance with law and deserves to be upheld.

42. Even the argument of learned counsel for the appellant to the effect that only plaintiff No.1-Gurnam Singh had signed the agreement to sell on behalf of the plaintiffs and the other two plaintiffs had not signed the said agreement, would not call for setting aside the judgment of the trial Court and the First Appellate Court. Once, the thumb impressions of the defendant on the said agreement have been proved on record and the plea of fraud is found to be false, then, it does not lie in the mouth of the defendant to say that since two of the plaintiffs had not signed the agreement to sell, suit for specific performance should not have been decreed. Even as per the case of the defendant, plaintiff No.1-Gurnam Singh had signed the Agreement to Sell. All the three plaintiffs have filed the suit for specific performance. Plaintiff No.3-PW5-Gurpreet Singh had appeared in the witness box and had specifically stated in his evidence that the agreement to sell was in favour of three plaintiffs and that all of them were ready to get the sale deed executed and that they, including plaintiff No.3, had visited Purni at Village Mote Majra on 30.01.1982. The relevant portion of true translation of said PW5 is reproduced hereinbelow:-



“The defendant Purni had executed an agreement of sale of land measuring 55 Kanal and 2 Plot with we three plaintiffs in 48, An amount of Rs 45,000/- was given as an earnest money. The agreement was executed on 7-12-1979 and the sale-deed had to be executed on 28-1-1982. We always remain ready to get execute the sale-deed and ready even today. On the day of sale-deed, we all were present with an amount of Rs 10,000/-. But Purni did not come. We had visited Purni at village Mote Majra on 30.01.1982. A sum of rupees 19000/- was shown to her while visiting there and asked her to get registered sale deed and said that money is ready with us, it was ready with us and would remain available with us. The site plan of both the tauras was prepared by me which is Ex-PW5/a (objected to as the late production admitted in evidence subject to payment of Rs. 10 as cash which are paid).”

43. Additionally, it would be relevant to mention that a perusal of the legal notice Ex.P2 would show that the said legal notice had been issued on behalf of all the three plaintiffs i.e., Gurnam Singh, Gurcharan Singh and Gurpreet Singh. The Hon’ble Supreme Court in the case of **Alka Bose vs. Parmatma Devi & Ors.** reported as **2009(2) SCC 582** had observed that an agreement to sell could also be oral or it could be by the vendor executing the document and delivering it to the purchaser who accepts the same. It was further observed that in India, an agreement of sale signed by the vendor alone and delivered to the purchaser and accepted by the purchaser is considered to be a valid contract and in event of the breach by the vendor, the said agreement can specifically be enforced by the purchaser. In the said case, an agreement which was only signed by the vendor was held to be



valid and enforceable by a purchaser. The evidence of the witnesses in the said case was also taken into consideration to come to the conclusion that there was a concluded contract. Thus, an agreement which was not signed by the purchaser was held to be valid. In the present case as has been stated hereinabove, one of the plaintiffs has signed the agreement and two of the plaintiffs had even appeared in the witness box and the evidence led by all the witnesses including the attesting witnesses of the agreement to sell clearly showed that the same was a concluded contract. Moreover, no contrary judgment has been cited on behalf of the plaintiffs to show that in the facts and circumstances of the present case, the agreement could not be enforced. The said aspect would also answer the argument raised on behalf of the appellant to the effect that plaintiff No.3 has not signed the amended plaint. It is reiterated that once the said plaintiff i.e., plaintiff No.3 has appeared as PW5 and has given positive evidence with respect to him being a party to the agreement to sell and also him being ready and willing to perform his part of the agreement, then, the said aspect would not call for setting aside the judgment of the trial Court as well as First Appellate Court. Moreover, no law on the said aspect has been cited on behalf of the appellant.

44. Argument raised on behalf of the appellant by highlighting para 18 of the trial Court judgment would also not call for setting aside the judgment of the trial Court as well as First Appellate Court. There is nothing to show that it is the plaintiff who had purchased the said stamp paper on behalf of Purni, thus, the observations of the trial Court to the effect that the question as to who had thumb marked in the register of Stamp Vendor is



immaterial more so, in the light of evidence which has been noticed in para 18 of the trial Court judgment to the effect that Gurnam Singh-plaintiff No.1 after having been questioned had stated that the stamp paper was purchased by defendant-Purni and he was not aware as to from where Purni-defendant had purchased the same. The said observations have also been made by the Sessions Judge, Ropar in the judgment dated 31.05.1991. Further, it is reiterated that the thumb impressions on both the pages of the agreement are not being disputed, rather, have been admitted by the defendant. The attesting witnesses as well as other witnesses examined by the plaintiffs have been able to duly prove the due execution of agreement to sell. In the light of the said evidence and finding and once it is also established that the plaintiffs have nothing to do with the purchase of the stamp, which in any case is to be purchased by the defendant/owner thus, the question as to who had thumb marked on the register of Stamp Vendor is not of much relevance. Moreover, nothing has been highlighted before this Court to prove that the said thumb impression on the register of Stamp Vendor is not of the defendant.

45. Even the argument raised on behalf of the appellant to the effect that the period for execution of agreement to sell was substantially long in spite of the fact that a substantial amount of earnest money had already been paid also does not call for interference by this Court in Regular Second Appeal. In the present case, it cannot be disputed and rather stands admitted that the possession of the suit property is with the plaintiffs. Reference in this regard can be made to the evidence of DW6-Mehar Singh. It is also proved on record that the parties were relatives, which fact, is proved



beyond doubt from the amended written statement filed by the sole defendant, relevant portion of which has already been reproduced hereinabove. The trial Court has in its judgment considered the said aspect in detail and has specifically observed that in view of good relationship, there was no haste to execute the sale deed, more so, when the plaintiffs were in possession of the suit property and that it is they who had made the land fit for cultivation, although, the same was lying *banjar* earlier. The aspect of the defendant not being paid lease money after execution of the agreement to sell was also noticed by the trial Court. The First Appellate Court had also reaffirmed the said finding. It is the defence of the defendant that the thumb impressions were taken forcibly. In case defence of the defendant is to be relied upon, then, there is no explanation as to why in case the plaintiffs had to forge an agreement, they would fix a long period for execution of the sale deed and thus, in the facts and circumstances of the case, it cannot even remotely be said that the said aspect calls for any interference by this Court of the judgments of the trial Court and the First Appellate Court.

46. The judgment relied upon by the learned counsel for the appellant in the case of ***Lakha Singh*** (Supra) is based on completely different facts. In the said case, the trial Court had not granted specific performance and had only granted recovery of the amount whereas in the present case, both the Courts have concurrently granted the relief of specific performance to the plaintiffs. In the said case, plaintiff therein was Police Constable and was not shown to be a relative of the defendant and it had come on record that although the plaintiff therein being Police Constable



was mandatorily required to seek permission from his Department before entering into an agreement to purchase property of such a high value, however, he had not sought any such permission from the Department. It was also noticed that in the agreement to sell, there were large blank spaces on first and second pages of the disputed agreement and there was even absence of thumb impression of the defendant therein on the first and second pages of the agreement to sell, whereas, on the other hand, in the present case, the thumb impression of the defendant is on both the pages of agreement to sell and there are no such blank spaces and there is also relationship between the parties. Importantly, in the said case, it had also come on record that the possession of the suit land was not handed over to the respondent-plaintiff therein and thus, in view of the same, the fact of fixing a long date was taken as a relevant factor, whereas, in the present case, it has been proved beyond doubt that it is the plaintiffs who have been and are in possession of the suit property. In the said case, before the Hon'ble Supreme Court, it was the case of the defendant that the respondent-plaintiff's brother was Commission Agent and ran commission business at Mandi Amarkot and the appellant-defendant therein used to sell the agricultural produce through Commission Agency of respondent-plaintiff's brother and that the said defendant was an illiterate simpleton and the respondent-plaintiff and his brother used to get thumb impression of the agriculturists including appellant-defendant on blank stamp papers and it was further proved that the stamp papers used for agreement to sell were not purchased by the appellant-defendant therein but by his brother Amarjit Singh who was the Commission Agent. It is in the said facts and



circumstances that agreement, in which long date was given even though substantial amount was paid without having taken possession, was found to be a relevant factor. The facts of the abovesaid case are completely different from the facts of the present case.

47. Even with respect to reliance placed on sale deed dated 25.06.1976 for showing alleged inadequacy of the sale consideration, it would be relevant to note that apart from the fact that the plaintiffs had already been in possession since 1975 which fact has been proved on record and also that the parties were relatives, the sale deed dated 25.06.1976 is with respect to a completely different parcel of land which as per the appellant is comprised in Rectangle No.7, from the land in question which is comprised in Rectangle No.30 and there is nothing on record to show that the land which is a part of the sale deed dated 25.06.1976 is similarly placed as the land in question. The land sold vide sale deed dated 25.06.1976 was measuring 12 kanals 17 marlas whereas the land which has been sold vide sale deed in question is 55 kanals and it is a matter of known practice that smaller parcels of the land are sold at a higher price than large parcels. There are no pleadings in the written statement with respect to the said sale deed dated 25.06.1976 and thus, the plaintiffs could not rebut the aspect with respect to the said sale deed. It is a matter of settled law that no evidence beyond pleadings is admissible. Moreover, when DW6 produced the said sale deed, it was observed that specific objection was raised with respect to the mode of proof and the sale deed being not relied upon and of late production. At any rate, once the agreement to sell has been proved and there is valid consideration for the same and plea of defendant has been



found to be false, the judgments of the trial Court and the First Appellate Court do not deserve to be set aside on the said aspect highlighted on behalf of the appellant.

48. Keeping in view the abovesaid facts and circumstances, this Court is of the opinion that the pleas raised on behalf of the appellant does not bring the case within the parameters of Section 41 of the Punjab Courts Act, 1918 for this Court to interfere in the present Regular Second Appeal. Accordingly, the judgments of the trial Court as well as of the First Appellate Court are upheld and the appeal filed by the present appellants is dismissed.

49. All the pending miscellaneous applications, if any, shall stand disposed of in view of the abovesaid order.

19.05.2026

D/N/P/P

**(VIKAS BAHL)
JUDGE**

Whether speaking/reasoned:- Yes/No

Whether reportable:- Yes/No