(112) IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

RSA-525-2025 (O&M)
Date of Decision: 27.04.2026

HARPAL SINGH ...**Appellant**

Vs.

GURMIT KAUR ...**Respondent**

CORAM:- HON'BLE MR. JUSTICE VIRINDER AGGARWAL

Present: Mr. Kulwinder Singh, Advocate
for the appellant.

VIRINDER AGGARWAL, J. *(Oral)*

CM-1755-C-2025

The present application has been filed under Section 151 Code of Civil Procedure, 1908 for exemption from filing certified, typed copies and true copies of impugned judgments & decree dated 22.10.2024 passed by the learned Additional District Judge, Kapurthala, and judgment and decree dated 19.01.2019, passed by Ld. Additional Civil Judge (Senior Division), Kapurthala.

For the reasons mentioned in the application, duly supported by an affidavit of the petitioner, CM is allowed as prayed for.

RSA-525-2025

1. The present regular second appeal has been filed by the appellant/defendant against the judgment and decree dated 22.10.2024 passed by the learned Additional District Judge, Kapurthala, whereby the appeal filed by the respondent/plaintiff against the judgment and decree dated 19.01.2019 passed by learned Additional Civil Judge (Senior Division), Kapurthala, has been allowed and respondent/plaintiff has been held entitled for recovery of

Rs. 12,00,000/- along with interest @ 6% per annum from the date of filing of the suit till its realization.

2. Briefly stated, the respondent–plaintiff instituted a suit for possession by way of specific performance of an agreement to sell dated 03.10.2009 in respect of the suit property, i.e., a residential house fully described in the headnote of the plaint. In the alternative, the plaintiff sought recovery of ₹15,00,000/- along with interest @ 18% per annum, as well as a decree for permanent injunction restraining the appellant–defendant from alienating the suit property. It was pleaded that an agreement to sell dated 03.10.2009 was executed between the parties for a total sale consideration of ₹12,00,000/-, which amount was allegedly paid in full by the plaintiff to the defendant at the time of execution of the agreement. It was further averred that the date for execution of the sale deed was kept open, granting liberty to the plaintiff to have the sale deed executed as and when she desired, and that possession of the property was delivered to the plaintiff pursuant to the agreement. According to the plaintiff, after the execution of the agreement, she along with her family shifted to the United Kingdom and began residing there permanently. It was further alleged that in the last week of July 2014, the defendant, taking undue advantage of the old age of the plaintiff's mother, Sukhjinder Kaur, who was managing the property, broke open the locks of the house with an intention to forcibly take possession. The matter was brought before the Gram Panchayat through an application dated 10.08.2014, but despite being summoned on multiple occasions, the defendant failed to appear. The plaintiff also approached the Senior Superintendent of Police, Kapurthala, vide application dated 17.08.2014, and subsequently the NRI Police Station,

Kapurthala, as well as the IG Punjab Police (NRI), but no effective action was taken, allegedly on account of the defendant being a police official. Left with no alternative, the plaintiff instituted the present suit.

3. Upon service of notice, the appellant-defendant appeared and filed a written statement contesting the claim. The defendant denied the execution of any agreement to sell and asserted that the alleged document is forged and fabricated. It was pleaded that the actual transaction between the parties was a loan arrangement. According to the defendant, he intended to send his elder son, Davinder Singh, abroad and required ₹16,00,000/-, out of which he was short of ₹6,00,000/-. Being related to the plaintiff, he approached her for financial assistance. It was agreed that ₹3,00,000/- would be paid by the plaintiff and ₹3,00,000/- by her mother, subject to the defendant furnishing security for the said amount. The defendant claimed that, in good faith, he signed certain blank papers and entries in the register of the deed writer, which were later misused by the plaintiff to fabricate the agreement to sell. He maintained that he never intended to sell the suit property. The plaintiff filed a replication, reiterating the averments made in the plaint and denying those raised in the written statement. On the basis of the pleadings of the parties, the learned trial Court framed the following issues for adjudication:

> *1. Whether the plaintiff is entitled to possession by way of specific performance of agreement to sell dated 3.10.2009 duly executed by defendant in favour of plaintiff or in the alternative for recovery of Rs.15,00,000/-?OPP*
> *2. Whether the plaintiff is entitled to permanent injunction as prayed for?OPP.*
> *3. Whether the suit is not maintainable in the presentsuit? OPD.*

4. Whether the plaintiff has not come to the Court with clean hands and has suppressed the material facts from the Court? OPD

5. Relief.

4. After hearing learned counsel for the parties and appreciating the evidence on record, the learned Civil Judge partly decreed the suit and awarded recovery of ₹6,00,000/- in favour of the plaintiff along with interest @ 6% per annum from the date of the agreement till its actual realization. Aggrieved by the said judgment and decree, the respondent–plaintiff preferred an appeal. The learned First Appellate Court, upon reappraisal of the entire evidence, allowed the appeal and modified the decree by holding the plaintiff entitled to recovery of ₹12,00,000/- along with interest @ 6% per annum from the date of filing of the suit till its realization. Dissatisfied with the judgment and decree passed by the learned First Appellate Court, the appellant-defendant has filed the present Regular Second Appeal.

5. Learned counsel for the appellant-defendant contended that the respondent-plaintiff has failed to duly prove the execution of the alleged agreement to sell on record. It was further argued that both the Courts below have erred in not appreciating the material fact that the signatures of the appellant were allegedly obtained on blank papers and thereafter misused for creating the impugned agreement. It was also submitted that there are material contradictions and inconsistencies in the statements of the witnesses examined by the plaintiff, which render the plaintiff's version unreliable and doubtful.

6. On the other hand, the learned First Appellate Court has rightly observed that pleadings constitute the foundation of a civil case, and the evidence led by the parties must remain strictly confined within the framework of the facts pleaded. No party can be permitted to travel beyond its

pleadings or set up a case at variance with the same. In the present case, the appellant-defendant has not denied his signatures on the agreement; however, he has taken a specific plea that he never intended to execute any agreement to sell in respect of the suit property, and that his signatures were obtained on blank stamp papers at the time of receiving ₹6,00,000/-, which, according to him, was a loan transaction. Thus, the core defence set up by the appellant rests on the plea of misuse of signed blank documents rather than outright denial of signatures.

7. The appellant-defendant is an educated person, being employed in the Police Department, and is therefore well aware of the legal implications and consequences of signing documents, including blank stamp papers. In such circumstances, the learned First Appellate Court has rightly disbelieved the plea taken by the appellant that his signatures were obtained on blank papers. It has been duly noticed that the execution of the agreement to sell dated 03.10.2009 (Ex. P-3) stands proved on record through cogent and consistent evidence. The plaintiff has examined PW-2 Sukhjinder Kaur, and PW-1 Balkar Singh, the marginal witnesses to the agreement, who have supported its execution and the passing of consideration. Further, the deed writer, Ravi Charan, who scribed the agreement, has categorically deposed that the agreement was written by him at the instance of the defendant, was read over and explained to both parties, and thereafter the parties as well as the witnesses appended their signatures in his presence. This evidence has remained unshaken in cross-examination.

8. On the basis of the aforesaid evidence, the learned First Appellate Court has rightly concluded that the execution of the agreement to sell stands

duly proved on record. The trial Court had decreed the suit only for recovery of ₹6,00,000/- primarily on the basis of alleged admission of the appellant–defendant. However, the First Appellate Court has rightly observed that it was incumbent upon the Court to adjudicate, on the basis of evidence, whether the total sale consideration was ₹12,00,000/- as claimed by the plaintiff or was only ₹6,00,000/- as alleged by the defendant, and the burden to prove such assertion squarely lay upon the defendant. The First Appellate Court has further correctly held that the defendant failed to discharge the burden of proving that the transaction was, in fact, a loan transaction and not an agreement to sell, or that only ₹6,00,000/- was paid. It was also rightly observed that the plea of fraud, misrepresentation, or that the document was executed as security for a loan, had to be specifically pleaded and strictly proved by the party alleging the same, in terms of Sections 91 and 92 of the Indian Evidence Act, 1872. The defendant, however, has failed to substantiate these pleas with any credible evidence.

9. The findings recorded by the trial Court restricting relief to ₹6,00,000/- have also been found to be unsustainable. The First Appellate Court has also rightly appreciated the practical realities prevailing in transactions concerning immovable properties situated in abadi areas, where registration formalities are often not strictly followed and agreements are executed with the understanding that the date of execution of sale deed may remain open. In the present case also, the same pattern has been adopted by the parties, and the plaintiff has successfully established the execution of the agreement and passing of consideration.

10. In view of the correct appreciation of evidence and pleadings by the First Appellate Court, no illegality, pervers+ity, or infirmity can be found in the impugned judgment. No substantial question of law arises for consideration in this appeal. Accordingly, the present Regular Second Appeal is devoid of merit and is hereby dismissed.

11. Pending applications, if any, shall stand disposed of.

(VIRINDER AGGARWAL)
JUDGE

27.04.2026
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Whether speaking/reasoned : Yes/No
Whether reportable : Yes/No