

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

RSA-1553-2023 (O&M)

Date of decision: 24.03.2026

Dilbag Singh**...Appellant**

Versus

Gurcharan Singh and another

...Respondents

CORAM: HON'BLE MR. JUSTICE DEEPAK GUPTA

Present: Mr. Arvind Kashyap, Advocate for the appellant.

DEEPAK GUPTA, J. (ORAL)

The present Regular Second Appeal has been preferred by the appellant–defendant No.1 assailing the concurrent findings recorded by both the Courts below, whereby the suit filed by respondent No.1–plaintiff for declaration and permanent injunction has been decreed on 04.05.2017, and the appeal preferred by the appellant has been dismissed on 26.10.2022.

2. The factual matrix, in brief, is that the plaintiff–respondent instituted a suit seeking declaration to the effect that he is owner in possession to the extent of 8 kanals of land out of the joint holding, on the basis of an agreement to sell dated 29.07.1996 executed by defendant No.2–Avtar Singh, followed by a registered sale deed dated 19.09.1997. Mutation was sanctioned on basis of this sale deed and was incorporated in Jamabandi for the year 1997-98. It was further his case that defendant No.2, despite having already agreed to sell the said land to the plaintiff and having received earnest money, subsequently entered into another agreement to sell dated 26.05.1997 in favour of defendant No.1 and, on the basis thereof, defendant No.1 obtained a decree for specific performance dated 05.05.2000 and got a sale deed executed through Court on 20.07.2001. The plaintiff alleged that the said decree and sale deed were collusive, illegal and not binding upon his rights, as he had already acquired



title and possession by virtue of the earlier transaction.

3. The suit was contested by defendant No.1 by taking preliminary objections regarding maintainability, limitation and locus standi. On merits, it was pleaded that the agreement to sell dated 29.07.1996 was forged and ante-dated and had been created in connivance with defendant No.2 to defeat the rights of defendant No.1. It was further asserted that the plaintiff had knowledge of the earlier decree and sale deed and, therefore, the suit was barred by limitation.

4. On the basis of the pleadings, the learned Trial Court framed the necessary issues and, after appreciating the oral as well as documentary evidence led by the parties, decreed the suit. It was held that the agreement to sell dated 29.07.1996 stood duly proved through attesting witnesses and other supporting evidence, and that the sale deed dated 19.09.1997 validly conferred title upon the plaintiff. The Trial Court further held that the decree dated 05.05.2000 obtained by defendant No.1 was not binding upon the plaintiff, who was not impleaded as a party therein, and that the subsequent sale deed dated 20.07.2001 was ineffective to the extent it affected the rights of the plaintiff.

5. Aggrieved against the said judgment and decree, the appellant preferred an appeal, which too came to be dismissed by the learned First Appellate Court. The Appellate Court, upon reappraisal of the entire evidence, affirmed the findings of the Trial Court. It was specifically held that the suit was not barred by limitation, as the cause of action arose only when the possession of the plaintiff was threatened during execution proceedings. It was further held that the agreement to sell dated 29.07.1996 had been duly proved and could not be said to be ante-dated. The Appellate Court also recorded a categorical finding that after execution of the sale deed in favour of the plaintiff, defendant No.2 was left with only a limited share and, therefore, could not have validly conveyed the same property to defendant No.1.



6. Assailing the concurrent findings, learned counsel for the appellant has contended that both the Courts below have misread and misappreciated the evidence on record. It is argued that the agreement to sell dated 29.07.1996 is a fabricated and ante-dated document and has not been proved in accordance with law, particularly as neither the original document nor the stamp vendor was produced. It is further contended that the suit is barred by limitation, as the plaintiff had knowledge of the decree dated 05.05.2000 and the sale deed dated 20.07.2001, yet failed to challenge the same within the prescribed period.

7. Having heard learned counsel for the appellant and having perused the record, this Court finds that no substantial question of law arises for consideration in the present appeal. Both the Courts below have returned concurrent findings of fact after due appreciation of evidence.

8. The plea of limitation raised by the appellant has been rightly rejected. The findings recorded by the First Appellate Court clearly show that the plaintiff's possession remained undisturbed and his name continued to be reflected in the revenue record since the year 1997-98, and it was only when execution proceedings were initiated and possession was sought to be taken that a cause of action accrued to him. Such a finding is essentially factual in nature and does not warrant interference in second appeal.

9. As regards the validity of the agreement to sell dated 29.07.1996, both the Courts below have concurrently held the same to be duly proved through attesting witnesses and other corroborative evidence. It is well settled that non-examination of the stamp vendor is not fatal when the execution of the document stands otherwise proved. The plea of ante-dating has been rightly rejected in the absence of any cogent evidence.

10. Further, it is not in dispute that the sale deed in favour of the plaintiff was executed on 19.09.1997 and mutation was sanctioned in his favour. Once defendant No.2 had already conveyed the land to the plaintiff,



he was left with no right to enter into a subsequent agreement or to suffer a decree in respect of the same property. The decree obtained by defendant No.1 without impleading the plaintiff, who was a necessary party, cannot bind the plaintiff.

11. The findings recorded by the Courts below are based on sound reasoning and correct application of law. The appellant has failed to demonstrate any perversity or illegality in the impugned judgments. The present appeal, in substance, seeks reappreciation of evidence, which is not permissible within the limited scope of jurisdiction under Section 100 CPC.

12. Consequently, finding no merit in the present appeal, the same is hereby dismissed. There shall be no order as to costs.

24.03.2026

Yogesh

**(DEEPAK GUPTA)
JUDGE**

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