

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

(207)

CR-1248-2020 (O&M)

Date of decision: - 04.05.2026

M/S AKASH DEEP HOUSING DEVELOPMENT FINANCE
PRIVATE LTD. AND ANR.

....Petitioners

Versus

ANAND SAROOP MALIK AND ORS

.....Respondents

CORAM : HON'BLE MR. JUSTICE VIKAS BAHL

Present:- Mr. Rajinder Goel, Advocate,
for the petitioners.

Mr. Sandeep K. Sharma, Advocate,
Mr. Lakshya Saini, Advocate, and
Mr. Ritesh Sharma, Advocate
for the respondents.

VIKAS BAHL, J. (ORAL)

CHALLENGE IN THE REVISION PETITION

1. Present revision petition has been filed under Article 227 of the Constitution of India for setting aside the order dated 23.01.2020, passed by the Civil Judge (Jr. Division), Rohtak, vide which, the application filed by the plaintiffs/respondents seeking permission to lead evidence in rebuttal has been allowed.

ARGUMENTS ON BEHALF OF THE PETITIONERS

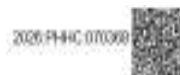
2. Learned counsel for the petitioners has submitted that the trial Court has allowed the plaintiffs/respondents No.1 to 3 to lead



evidence in rebuttal by misreading the pleadings of the parties. It is submitted that the trial Court, in the impugned order, has observed that the defendants had admitted in the written statement about the execution of the receipts, the details of which, have been given in the plaint, however, a perusal of the entire written statement would show that no such admission has been made. It is thus prayed that the impugned order be set aside. It is further stated that, at any rate, in case the plaintiffs are permitted to lead the said evidence, then, due opportunity should also be given to the defendants to lead rebuttal evidence to the evidence/additional evidence to be led by the respondents/plaintiffs.

ARGUMENTS ON BEHALF OF THE RESPONDENTS

3. Learned counsel for the respondents has handed over the copy of the amended plaint as well as the copy of the written statement to the amended plaint and has made a specific reference to the relevant paragraphs of the reply to highlight the fact that it was the specific case of the petitioners/defendants that defendant No.2, being the Director of defendant No.1, issued dummy receipts against receipt of sale price of the flat and it was their stand that no cash transactions have ever been made. It is submitted that from the above-said paras of the written statement, it is clear that petitioner No.2/defendant No.2 has admitted his signatures on the receipts but has said that the said receipts are dummy receipts and actually no cash transaction has taken place. It is argued that however when the defendant No.2 DW-1/Suresh Bhatia had appeared in the witness box, he had specifically denied his signatures on Ex.P3 and Ex.P5



to Ex.P9 and it is in the said circumstances that an application was filed for examining the handwriting expert. It is submitted that the order passed by the trial Court is in accordance with law and deserves to be upheld. It is further submitted that no prejudice would be caused to the petitioners as they could be granted liberty to rebut the evidence to be led by the respondents No.1 to 3/plaintiffs.

ANALYSIS AND FINDINGS

4. This Court has heard learned counsel for the petitioners as well as learned counsel for the respondents and is of the opinion that the impugned order has been rightly passed and deserves to be upheld for the reasons stated hereinafter.

5. Although the amended plaint as well as the written statement to the amended plaint are not on record but the same has been handed over to the Court during the course of arguments and are taken on record as 'Mark A' and 'Mark B'. The copies, which have been handed over, are the admitted copies of the pleadings. A perusal of the amended plaint would show that the respondents No.1 to 3 had filed a suit for specific performance of contract/agreement to sell dated 17.11.2008. In para 6 of the amended plaint, a reference was made to payment of the sale consideration by virtue of various cheques/cash against receipts. Para 6 of the said plaint is reproduced herein below: -

“6. That against the total agreed sale consideration of Rs.1,75,00,000/- (Rupees one crore seventy five lacs only) for the sale/purchase of the said property, the plaintiffs have made the following total payments to the defendant no. 1, through defendant



no. 2 as a Director:-

Date	Amount Paid	Mode of payment
17/24.11.2008	Rs. 21 Lakh	Cheque
04.12.2008	Rs. 25 Lakh	Cheque
04.12.2008	Rs. 24 Lakh	Cash against receipt
05/07.12.2008	Rs. 23.5 Lakh	Cash against receipt
18.12.2008	Rs. 25.5 Lakh	Cash against receipt
20.12.2008	Rs. 22 Lakh	Cash against receipt
26.12.2008	Rs. 16.5 Lakh	Cash against receipt
30.12.2008	Rs. 20 Lakh	Cheque”

6. In the written statement filed by the petitioners, the averments made in paras No.1 to 15 of the plaint were replied in a detailed consolidated para, which was numbered as para 4. The relevant portion of para 4, which has been highlighted by learned counsel for the petitioners, is reproduced herein below: -

“4. That contents of para. no.1 to 15 of the plaint as alleged are wrong and denied. On 14.11.2008 the plaintiff no.3 through its partners Anand Sarup Malik and Anil Kumar Mehta agreed to purchase the aforesaid land measuring 20 Kanal 6 marla along with structure constructed over the same 'as is where basis' **for a consideration of Rs.3,55,00,000/- and paid Rs.5,00,000/- to the defendants as earnest money and as a part sale price of Rs.1.5 crore said partners of plaintiff no. 3 gave a flat bearing no.8/14 situated at East Patel Nagar, Delhi to the defendants by assessing cost of the flat as Rs.1.5 crore and to that effect Memorandum Of Understanding (MOU) was scribed by said Anil Kumar Mehta with his hand and signed by the parties in presence of the witnesses and they delivered possession of the aforesaid flat to the defendants and in token of that obtained receipts of different dates for the amount of Rs.1.22 crores as sale price of the Flat, which was to be adjusted in the sale price of the suit property. The defendant no.2 being director of the defendant no.1 issued the aforesaid dummy receipts against receipt of sale price of the aforesaid Flat Rs.1.23 crores as payment received against the suit property whereas in fact no cash transaction had**



*ever been made against the receipts issued by the defendant
no.2.....”*

A perusal of the above would show that it was the case of the petitioners that defendant No.2, being the Director of defendant No.1 company, had issued the receipts but the said receipts were dummy receipts and actually, no cash transactions had been made with respect to the receipts issued by the defendant No.2. In the entire written statement, it could not be pointed out on behalf of the petitioners that the details of the payments, which were mentioned in para 6 of the amended plaint and the receipts regarding the same were stated to be forged and fabricated. Thus, the observations made in the impugned order to the effect that the signatures of defendant No.2 on the receipts which were exhibited by the plaintiffs during the course of their evidence as Ex.P3 and Ex.P-5 to Ex.P-9 were not disputed, cannot be said to be perverse or against the record.

7. It is also not in dispute that DW1, who was defendant No.2 in the suit, in his cross-examination had denied his signatures on the said receipts (Ex.P3 and Ex.P-5 to Ex.P-9) and accordingly, respondents No.1 to 3 moved an application for leading evidence in rebuttal. It has been rightly argued on behalf of respondents No.1 to 3 that there was no occasion for respondents No.1 to 3 to examine a handwriting expert to prove the signatures of the said defendant No.2 on the said receipts as the receipts were not denied in the written statement and rather they were admitted to be issued by defendant No.2 under his signatures although



they were stated to be dummy receipts. The trial Court has thus rightly allowed the respondents No.1 to 3 to examine the handwriting expert at own responsibility to prove the receipts (Ex.P-3 and Ex.P-5 to Ex.P-9). The said order is in accordance with law and deserves to be upheld.

8. However, since the petitioners have already led their evidence, after taking into consideration the fact that handwriting expert has not been examined by respondent No.1 to 3, due opportunity should also be given to the petitioners to rebut the evidence of the handwriting expert to be led by respondents No.1 to 3 in pursuance of the impugned order.

9. Keeping in view the above-said facts and circumstances, the present revision petition is disposed of while upholding the impugned order dated 23.01.2020, by granting two effective opportunities to the petitioners, at their own responsibility, to rebut the evidence which respondents No.1 to 3 would lead in pursuance of the impugned order.

10. It is clarified that the observations made in the present order are only for the purpose of disposing of the present revision petition in which the legality of the impugned order dated 23.01.2020 is in question and the same should not be construed as an expression on the merits of the main suit and the trial Court would decide the main suit independently after hearing all the parties concerned.

May 04, 2026
naresh.k

(VIKAS BAHL)
JUDGE

Whether reasoned/speaking?
Whether reportable?

Yes
Yes