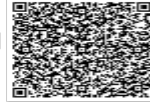
**IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH****236****RSA-1383-2024 (O&M)****Date of decision: 09.04.2026****Kunwar Anand Singh****...Appellant(s)****Vs.****Amarjit Singh****...Respondent(s)****CORAM: HON'BLE MS. JUSTICE NIDHI GUPTA**

Present:- Mr. S.S.Aviraj, Advocate
for the appellant.

NIDHI GUPTA, J.

Present Second Appeal has been filed by the plaintiff against the dismissal of his suit for recovery of principal amount of Rs.5 lacs alongwith interest thereupon till realization of the amount.

2. It is *inter alia* submitted by learned counsel for the appellant that learned District Courts were in error in non-suiting the appellant as they failed to appreciate that on 16.08.2013, defendant by representing himself to be owner of agricultural land measuring 5 acres/suit land, had offered to sell the suit land to the plaintiff @ Rs.25 lacs. Defendant had also received Rs.5 lacs from the plaintiff as advance and receipt Ex.P1 was executed in respect of the said payment. The said receipt was executed on stamp paper which was duly signed and thumb marked by defendant. It is submitted that the target date for execution of Sale Deed was set up for 16.09.2013. However, defendant did not turn up for execution of Sale Deed and kept postponing the matter. Plaintiff then made enquiries and

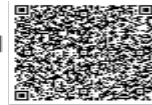


came to know that defendant was not owner of agricultural land of 5 acres. Thus, defendant had played fraud with the plaintiff by misrepresenting himself as owner. Subsequently, plaintiff had discovered that the defendant has gone abroad. Clearly therefore, fraud has been played by the plaintiff.

3. It is further submitted that both the District Courts failed to appreciate the fact that the receipt i.e. Ex. P1 dated 16.08.2013 is the proof that a transaction had been duly executed between the appellant and the respondent at the time of receipt of Rs.5,00,000/- for execution of Agreement to Sell on 16.09.2013 i.e. within one month. Thus, the agreement dated 16.08.2013 is a valid document and the respondent miserably failed to prove this fact otherwise.

4. Learned counsel for the appellant further submits that both the District Courts failed to consider the fact that the respondent-defendant never had the intention to execute the sale as the respondent-defendant never owned the said acres of land which was also verified by PW-2 Sunil Sidhu, who was witness to the said agreement dated 16.08.2013 who has stated that he saw the revenue records and found that the respondent-defendant never owned the said land. Thus, the findings of both the courts below are illegal and wrong.

5. It is further submitted by learned counsel for the appellant that both the District Courts failed to appreciate the fact that the document/agreement dated 16.08.2013 bears the signature as well as the thumb prints of the respondent-defendant and thus, proves the veracity



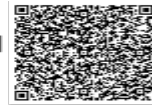
of the said agreement. The respondent-defendant cannot simply deny the said agreement dated 16.08.2013. Thus, the findings of both the courts below are illegal and wrong and are liable to be set aside.

6. Learned counsel for the appellant further submits that both the District Courts also failed to appreciate the fact that the document/agreement dated 16.08.2013 is also proved by the fact that the appellant-plaintiff also examined PW-2 Sunil Sidhu who had stated that the agreement/document dated 16.08.2013 was executed in his presence. Thus, the execution of agreement dated 16.08.2013 is also proved by the presence of this witness. However, the courts below totally ignored this fact and dismissed the suit of the plaintiff wrongly.

7. It is accordingly prayed that present Appeal be allowed; and the impugned judgments and decrees of the learned District Courts be set aside and the suit of the plaintiff be decreed.

8. I have heard learned counsel for the appellant and perused the case file in a great detail. I find no merit in the submissions advanced on behalf of learned counsel for the appellant.

9. A perusal of record of the case shows that plaintiff has failed to produce any evidence whatsoever in support of his above noted contentions. The only document produced by the plaintiff is the Receipt dated 16.08.2013 Ex.P1, which was allegedly executed when the plaintiff had paid an amount of Rs.5 lacs as token money to the defendant. However, a perusal of Ex.P1 clearly shows that there is no description of any land or property in the said Receipt. In the said document, it is not



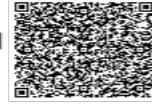
even reflected as to any person with whom alleged exchange of money had taken place. This fact has been admitted by the plaintiff himself while appearing as PW1.

10. Furthermore, it has been stated that the said Receipt was executed in the presence of PW2 Sunil Sidhu. However, Ex.P1 does not bear the signature of PW2 Sunil Sidhu. Rather, PW2 Sunil Sidhu in his examination-in-chief has stated that defendant had played fraud by misrepresenting that he owns 5 acres of land. However, in cross-examination, PW2 has admitted that he had seen the revenue record prior to Agreement as per which only 2 acres of land was in the name of defendant. PW2 has also admitted that at the time of seeing the revenue record, plaintiff was with him.

11. Plaintiff has also failed to examine any handwriting expert to prove the signatures borne on the alleged Receipt Ex.P1. It is but trite that when the so called Receipt relied upon by the plaintiff does not bear the names of the persons between whom the transaction is allegedly executed and does not even mention the purpose for which the alleged transaction is executed, the said Receipt, can therefore, not be relied upon.

12. The relevant findings of the First Appellate Court are contained para 16 and 17 of the judgment dated 24.02.2020, which read as under: -

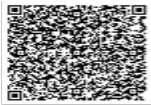
“16.....In the present matter, the entire claim of the appellant was based upon receipt Ex.P1, as such, the burden of proof to establish the execution of above receipt was upon



the appellant initial burden was upon the appellant. It was only after the proof of above document by the appellant, the onus would have shifted upon the respondent to establish that the above document does not bear his signatures or thumb impression. The argument of learned counsel for appellant that the onus was upon the respondent to establish that the above document does not bear his signatures or thumb impression, is not tenable. After the denial of execution of above receipt by the respondent, the appellant was required to prove its execution by examining handwriting/finger prints expert but no such effort was made by him.

17. Moreover, perusal of Ex.P1 also shows that though appellant paid huge amount of ₹5,00,000/- to the respondent but he did not bother to get the brief description of the land of respondent mentioned in the above document. Above document does not even reflect the names of the persons between whom the same was executed. As far as the testimony of PW-2 Sunil Sidhu is concerned, receipt Ex. P1 does not bears his signatures. Moreover, appellant has himself stated in his cross-examination that at the time of execution of above document, one Taljinder Singh and Amarjit Singh Gakhal were accompanying him. Appellant has not stated that Sunil Sidhu was also accompanying him at the time of execution of Ex.P1. In view of the evidence of appellant as well as the fact that Ex.P1 is not signed by the above witness, his presence at the time of execution of Ex.P1 becomes doubtful.”

13. Learned counsel for the appellant is unable to controvert or dispute the above said facts and findings.



14. In view of the above noted position, no ground is made out to interfere in the impugned judgments and decrees of the learned District Courts. The present Regular Second Appeal is hereby **dismissed**.
15. Pending applications, if any, stand disposed of.

09.04.2026
Divyanshi

(NIDHI GUPTA)
JUDGE

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