



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

(113)

RSA-716-2023 (O&M)**Date of Decision: 24.03.2026**

SAVINDER SINGH

... Appellant

Versus

HARDEEP SINGH

... Respondent

CORAM: HON'BLE MR. JUSTICE VIRINDER AGGARWAL

Present:- Mr. Anurag Arora, Advocate
for the appellant.

VIRINDER AGGARWAL, J. (Oral)

1. The present Regular Second Appeal (for short “RSA”) has been filed against the judgment and decree dated 13.12.2022 passed by the learned Additional District Judge, Sri Muktsar Sahib, whereby the appeal filed by the appellant was dismissed, and the judgment and decree dated 09.07.2018 passed by the learned Additional Civil Judge (Senior Division), Malout, were affirmed in their entirety.

2. In short compass, the respondent-plaintiff instituted a suit for specific performance of the agreement to sell dated 24.10.2016 in respect of the suit land, or alternatively, for recovery of ₹2,00,000/- along with interest at the rate of 18% per annum from the date of the agreement until realization. The plaintiff also sought permanent injunction restraining the appellant-defendant from alienating the suit land. It was averred that the appellant-defendant entered into an agreement to sell with the respondent-plaintiff on 24.10.2016 and received ₹1,00,000/- as earnest money, with



the sale-deed to be executed on or before 05.12.2016. The appellant-defendant allegedly failed to execute the sale-deed, thereby necessitating the filing of the suit.

3. The suit was contested by the appellant-defendant on the grounds that no agreement to sell had been executed; rather, the stamp papers were taken for security purposes, and the defendant had never agreed to sell the suit land to the plaintiff.

4. The plaintiff filed a replication, in which all assertions and objections raised in the written statement were categorically denied, and the averments and claims articulated in the plaint were reiterated and reaffirmed. Upon a careful scrutiny of the pleadings and the rival contentions of the parties, the learned Civil Judge framed the following issues for determination:-

1. Whether the plaintiff is entitled to seek possession by way of specific performance of the agreement to sell dated 24.10.2016 as prayed for?
OPP
2. Whether the plaintiff is entitled to seek permanent injunction? OPP
3. Whether the suit is not maintainable? OPD
4. Relief

5. Pursuant to the framing of issues, both parties were granted full opportunity to adduce evidence. Upon consideration of the evidence led, the learned Civil Judge decreed the suit. Aggrieved by the said judgment and decree, the appellant preferred an appeal, which was dismissed, thereby affirming the trial court's judgment and decree.

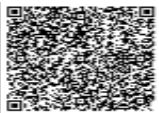
6. I have heard the learned counsel for the appellant and perused the paper-book minutely.



7. Learned counsel for the appellant-defendant contended that the signatures of the appellant-defendant were obtained on blank stamp papers merely for security purposes. It was further argued that, being a co-owner of the suit property, the appellant-defendant was not entitled to alienate the suit land without partitioning the property, as he had made statements to that effect in a civil suit filed by his brother.

7.1 Perusal of the agreement to sell shows that it pertains to the sale of the appellant-defendant's share out of the total land and is not confined to any specific portion. It is settled law that a co-owner in joint possession is competent to alienate his share in the joint holding. The learned Courts below rightly observed that the statements made by the appellant-defendant in a subsequent suit by his brother do not negate the valid agreement to sell executed with the respondent-plaintiff. The agreement to sell (Ex.DP3) has been duly proved through the evidence of PW-4, marginal witness Angrej Singh. The appellant-defendant's bald assertion that blank stamp papers were misused is unsupported by evidence.

7.2 Having regard to the evidence on record and its appreciation by the learned Courts below, it cannot be concluded that the findings recorded were perverse or vitiated by misappreciation. Both learned Courts rightly concluded that the appellant-defendant entered into a valid agreement to sell with the respondent-plaintiff, the suit was rightly decreed, and the first appeal was rightly dismissed. Consequently, the present appeal is devoid of merit and is hereby **dismissed**.



8. In view of the final adjudication of the principal matter, all pending miscellaneous application(s), if any, arising out of or connected with the present proceedings, are disposed of by necessary implication. No further orders are required in this regard.

24.03.2026
Gaurav Sorot

(VIRINDER AGGARWAL)
JUDGE

Whether reasoned / speaking?	Yes / No
Whether reportable?	Yes / No