

2026:PHHC:044692



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

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**CR-2533-2026 (O&M)
Date of decision:18.03.2026**

RAJIV

...PETITIONER

VERSUS

JOGINDER AND ANOTHER

...RESPONDENTS

CORAM: HON'BLE MR. JUSTICE PARMOD GOYAL

Present: Mr. Ajay Kumar Gupta, Advocate
for petitioner.

PARMOD GOYAL, J. (ORAL)

Present civil revision under Article 227 of the Constitution of India is preferred by petitioner for setting aside order dated 15.12.2025 (Annexure P-6) passed by learned Additional Civil Judge (Senior Division), Sonapat, whereby application filed by petitioner for leading additional evidence by way of comparison of thumb impressions of respondent No.1 on agreement to sell dated 02.08.2012 executed by respondent No.1 in favour of petitioner with thumb impressions of respondent No.1 on sale deed bearing No.12973 dated 11.12.2012 executed by respondent No.1 in favour of respondent No.2 by giving directions to respondent No.2 to produce original sale deed, through an independent agency FSL, Madhuban or in the alternative permission to petitioner to summon original copy of sale deed from Office of Sub-Registrar, Sonapat if respondent No.2 fails to produce the same and then send the sale deed to FSL, Madhuban for comparison of thumb impressions of respondent No.1, has been dismissed.

2. Learned Court of First Instance vide impugned order found aforesaid application not only at belated stage but an effort to fill up lacunae

and dismissed the same being at belated stage when matter is fixed for rebuttal evidence.

3. Learned counsel for petitioner has argued that the principle for allowing additional evidence has not been taken into consideration. It is asserted that learned Court of First Instance has wrongly dismissed abovesaid application merely on the ground of delay, whereas application ought to have been allowed for just and effective decision of the case.

4. Following judgments are relied upon by the petitioner in support of his case:-

- i. **Harbans Kaur Vs. Sohan Singh and Others**, 1990 CivCC 478.
- ii. **Punjab Kaur Vs. Gurcharan Singh and Others**, 1992(2) PLR 141.
- iii. **Beer Kaur through her GPA Smt. Sukhwinder Kaur Vs. Kuldeep Singh and another**, 2025(1) RCR(Civil) 609.
- iv. **Rajabathar (Died), K. Thulukannam and Others Vs. E. Narayanasamy, (Died), Sundararaj and Others**, S.A. No.111 of 2018, decided on 16.02.2024.
- v. **Murarkar Rajeshwar Raju Vs. Nasam Sambaiah**, Civil Revision Petition Nos.3166 & 3175 of 2023, decided on 24.11.2023.
- vi. **Keshav Kumar Vs. Piccadilly Agro Industries & another**, 2022(1) RCR (Civil) 351.
- vii. **M/s Mohan Lal Varinder Kumar Vs. Piara Singh**,

1998(3) RCR(Civil) 632.

viii. **Koppala Venkataswami Vs. Satrasala Lakshminarayana Chetti and another**, 1956 SCC Online AP 228.

5. Principle of law, as stated in judgments referred on behalf of petitioner are not in doubt. The principle on which additional evidence can be allowed by Courts are not *res integra*. Courts while exercising discretion to allow or disallow additional evidence, are required to apply liberal approach rather than to take hyper-technical approach. This principle of law is not in doubt. Even at rebuttal stage if an applicant succeeds in showing that evidence so required by way of additional evidence is required for just and effective decision of the case, Court will not go by technicalities of law and ordinarily will allow such applications. Therefore, it would be appropriate for this Court to find out whether the additional evidence being sought by petitioner is required for just and effective decision of the case or not.

6. Facts of the present case are not in dispute. Admittedly, petitioner had filed a suit for specific performance and possession claiming that an agreement to sell dated 02.08.2012 (Ex.P-1) was executed in favour of petitioner by respondent No.1, earnest money was paid vide receipt (Ex.R-2) and agreement to sell was duly executed by respondent No.1 by appending his thumb impression on the agreement to sell as well as receipt. However, before the last date of execution of agreement to sell dated 02.08.2012, respondent No.1 had sold the suit property in favour of respondent No.2 and accordingly both respondents No.1 and 2 were duly

impleaded by petitioner.

7. It is also not in dispute that respondent No.1 was duly served, appeared and had filed detailed written statement. In his written statement, respondent No.1 had admitted having executed agreement to sell dated 02.08.2012 along with receipt and also admitted acceptance of earnest money in lieu of agreement to sell dated 02.08.2012. Therefore, from written statement, it is clearly made out that respondent No.1, signatory to agreement to sell, has not denied his thumb impression on the same. Respondent No.1 was proceeded *ex parte* after conclusion of evidence of petitioner.

8. On the other hand, respondent No.2 has justified execution of sale deed in his favour and claimed collusion between petitioner and respondent No.1 and had stated that agreement to sell is ante date and is being relied upon in collusion with respondent No.1 only to defeat rights of respondent No.2.

9. Parties had led their evidence as per their pleadings. Now, when the case was fixed for rebuttal evidence, aforesaid application was preferred and dismissed vide order dated 15.12.2025. In the said application, petitioner is not seeking comparison of thumb impressions of respondent No.1 on agreement to sell (Ex.P-1) and Ex.P-2 but he is seeking comparison of thumb impressions with sale deed in favour of respondent No.2 by respondent No.1.

10. It is also clearly made out from amended plaint, as is available in the paperbook (Annexure P-1), that at no stage, petitioner has ever challenged execution of sale deed by respondent No.1 in favour of

respondent No.2. It is not the case of petitioner that respondent No.1 had never executed any sale deed in favour of respondent No.2. Therefore, it is clearly made out that as far as sale deed in favour of respondent No.2 is concerned, there is no challenge to the same. The only challenge raised by petitioner is as regards to the competence of respondent No.1 to execute sale deed when he had already executed agreement to sell dated 02.08.2012 in favour of petitioner. Therefore, keeping in view the nature of *lis* between the parties and admission of respondent No.1, it is clearly made out that present application for additional evidence is an attempt to fill up lacuna by raising new case, whereby petitioner is trying to challenge sale deed in favour of respondent No.2 by pressing abovesaid application for adducing additional evidence in absence of any pleadings to this effect.

11. Hence, it is clearly made out that said application is neither just nor required for just and effective decision of the case.

12. In view of above, no infirmity is found with the impugned order and present civil revision petition is dismissed being without any merit.

13. Pending application(s), if any, stand disposed of.

(PARMOD GOYAL)
JUDGE

18.03.2026
Sunil Chander

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