



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

RSA No.2102 of 2024 (O&M)

Reserved on : 24.03.2026

Pronounced on : 01.04.2026

Uploaded on : 01.04.2026

Ronki Ram and others

... Appellants

Versus

Narinder Kumar and another

... Respondents

CORAM: HON'BLE MR. JUSTICE MAHABIR SINGH SINDHU

Present:- Mr. Rakesh Bakshi, Advocate for the appellants.

Mr. Vivek Goel, Advocate for respondent No.1.

None for respondent No.2 despite service.

MAHABIR SINGH SINDHU, J.

Present Regular Second Appeal (*RSA*) has been preferred by defendant Nos.2 to 10 against impugned judgment & decree dated 22.12.2023, passed by learned First Appellate Court, granting relief of specific performance on the basis of Agreement to Sell dated 10.12.2010 regarding land measuring 65 Kanals 2 Marlas out of land comprised in Khata No.152//177, Khasra No.20//6, 15,16, 24, Kitte 5, to the extent of 27 Kanals 6 Marlas and Khata No.



68/81, Khata No.21/11/1, 20, 21/1, Kitte 3, total 13-14, total Kitte 8 to the extent of 27 Kanals 27 Marlas out of 41 Kanals and Khasra No.5//16, 17, 18,24,25 and 6//20, 21/1, Kitte 7, to the extent of 37 Kanals 16 Marlas out of 47 Kanals 5 Marlas, situated at Village Mauja Jaswantgarh, Hadbast No.239, Tehsil & District Panchkula as per *Jamabandi* for the Year 2004-2005 (*for short 'suit property'*) while modifying impugned judgment & decree dated 09.02.2018 of learned trial Court, vide which suit was partly decreed and appellants were directed to refund earnest money of ₹ 10 Lakh (Rupees Ten Lakh only) along with interest @ 6% per annum from the date of aforesaid Agreement till realization.

(2) BRIEF FACTS

(2.1) Case set up by respondent No.1-Narender Singh (*hereinafter referred as 'plaintiff'*) is that appellants (*hereinafter referred as 'defendant Nos.2 to 10'*) are owners of suit property and they appointed respondent No.2-Balwinder Singh (*hereinafter referred as 'defendant No.1'*) as their General Power of Attorney, vide registration No.1191 dated 08.11.2010 (Ex.PW-2/1) (*hereinafter referred as 'GPA'*) of the suit property.

(2.2) Defendant No.1, being GPA holder of defendant Nos.2 to 10, entered into an Agreement to Sell (Ex.P-1) with plaintiff on 10.12.2010 to the tune of ₹ 20,00,000/- (Rupees Twenty Lakh only) per acre (08 Kanals) and plaintiff paid a sum of ₹ 10,00,000/- (Rupees Ten Lakh only) as earnest money to defendant No.1 with a stipulation that on behalf of defendant Nos.2 to 10, he

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shall execute the Sale Deed in favour of plaintiff on 29.07.2011 in the Office of Sub Registrar, Panchkula.

(2.3) On 29.07.2011 i.e. last date fixed for execution and registration of Sale Deed, plaintiff went to the Office of Sub Registrar, Panchkula along with balance sale consideration; necessary amount of stamp paper as well as registration charges and remained present there from 9:00 AM to 5:00 PM, but defendant(s) did not turn up. Plaintiff contacted defendant(s) telephonically and requested them to come present in the Office of Sub Registrar, Panchkula to perform their part of Agreement to Sell; but they flatly refused to execute Sale Deed in his favour.

(2.4) Plaintiff made several requests to defendant(s) to get the Sale Deed executed and registered in his favour on payment of balance sale consideration; but they always postponed the matter on one pretext or other and did not pay any heed; hence, plaintiff filed suit for possession by way of specific performance on the basis of Agreement to Sell dated 10.12.2010 seeking directions to defendant(s) to execute and register Sale Deed in respect of suit property on payment of balance sale consideration of ₹ 1,52,75,000/- (Rupees One Crore Fifty Two Lakh Seventy Five Thousand only) along with all the rights appurtenant thereto and to restrain the defendant(s) from alienating the suit land by way of sale, transfer and mortgage in any manner.

(2.5) It shall not be out of place to mention here that initially, plaintiff had filed suit for permanent injunction, which was amended later on, prior to



framing of issues, to a suit for possession by way of specific performance on his application under Order 6 Rule 17 CPC, vide order dated 26.09.2012.

(2.6) Defendant No.1 did not choose to appear before learned trial Court and was proceeded *ex parte*, vide order dated 07.06.2011.

(2.7) Defendant Nos.2 to 10 filed joint written statement while denying the averments made in plaint and raised preliminary objections of maintainability, *locus standi*, cause of action etc.

(2.8) On merits, defendant Nos.2 to 10 submitted that they never met defendant No.1 and never intended to sell their entire suit property, in fact, their intention was to sell 04 Kanals of land only. Plaintiff, in connivance with Property Dealers, attesting witnesses, Scribe and Registration Clerk, got executed GPA in favour of defendant No.1 to grab the whole property. The alleged GPA is result of fraud and misrepresentation.

(2.9) No replication was filed. On the basis of pleadings of parties, learned trial Court framed the following issues on 24.04.2015:-

- “1. *Whether the plaintiff is entitled to relief of possession by way of Specific Performance of agreement to sell dated 10.12.2010 by directing the defendants for executed and registered sale deed qua the suit property situated at village Mauja, Jaswantgarh, [H.B.No. 239](#), Tehsil and Distt Panchkula? OPP*
2. *Whether the plaintiff is entitled to relief of permanent injunction restraining the defendant from alienating*



the suit property by selling, transfer, mortgage etc., in favour of third person? OPP

3. *Whether the suit of the plaintiff is not maintainable? OPD*

4. *Whether the plaintiff has not disclosed cause of action, affixed proper court fees and concealed true and material facts from the court? OPD*

5. *Relief.”*

(2.10) In support of his case, plaintiff examined himself as PW-1 and got examined Balbir Singh as PW-2.

(2.11) Plaintiff also relied upon the following documents:-

*Ex.P-1 Original Agreement to Sell
dated 10.12.2010*

*Ex.PW2/1 General Power of Attorney
dated 08.11.2010*

*Ex.PW2/2 Cancellation of General Power of
Attorney on 22.04.2011.*

(2.12) Plaintiff closed his evidence on 17.09.2015 while recording his separate statement.

(2.13) *Per contra*, defendant Nos.2 to 10 examined the following witnesses:-

DW-1 Ronki Ram (defendant No.2)

DW-2 Babu Khan

DW-3 Salim Khan son of Basheer Khan

DW-4 Jawahar Lal, Advocate, attesting witness



(2.14) Defendant Nos.2 to 10 also tendered in evidence the following documents:-

- Ex. DW1/A Affidavit of Ronki Ram.*
- Ex. D-1 Affidavit of Basheer Khan*
- Ex. D-2 Photocopy of Death Certificate of Basheer Khan.*
- Ex. D-3 Attested copy of Death Certificate of Basheer Khan.*
- Ex. D-4 Application made by defendant No. 2 to S.P. Panchkula.*
- Ex. D-5 Application made by defendant Nos.2 to 10 to D.C. Panchkula.*
- Ex. D-6: Application dated 07.05.2011.*
- Ex. D-7: Application dated 22.07.2011.*
- Ex. D-8 Application dated 22.07.2011.*
- Ex. D-9: Application moved for cancellation of GPA.*
- Ex. D-10: Application dated 22.04.2011.*
- Ex. D-11 Application dated 22.04.2011.*

(2.15) Thereafter, learned Counsel for defendant Nos.2 to 10 closed oral evidence vide separate statement dated 23.03.2016 and documentary evidence on 26.05.2015.

(2.16) No evidence was produced by plaintiff in rebuttal and the same was closed by order.

(2.17) After evaluating the evidence on record and hearing both sides, learned trial Court partly decreed the suit of plaintiff, vide judgment & decree



dated 09.02.2018 for alternate relief for recovery of ₹ 10 Lakh (Rupees Ten Lakh only) from defendant No.1 and directed him to pay the said amount along with interest @ 6% per annum from date of Agreement to Sell i.e. 10.12.2010 till realization within four months from the pronouncement of judgment.

(2.18) Feeling aggrieved, plaintiff preferred an appeal and defendant Nos.2 to 10 also filed cross-objections before learned First Appellate Court. The appeal, so preferred by plaintiff, was allowed with costs, thereby granting specific relief to him; whereas cross-objections were dismissed with costs vide impugned judgment and decree dated 22.12.2023.

(2.19) Still dissatisfied, defendant Nos.2 to 10 have approached this Court by way of present RSA.

(3) **CONTENTIONS ON BEHALF OF DEFENDANT NOS.2 TO 10:-**

(3.1) Contends that defendant Nos.2 to 10 are owners of suit property and they approached Property Dealers, namely, Babu Khan @ Baggu Khan and his son-Islam Khan for sale of land measuring 04 Kanals 'only' out of suit property and they offered a total sum of ₹ 10 Lakh (Rupees Ten Lakh only) for the said deal to which defendant Nos.2 to 10 agreed.

(3.2) Further contends that taking benefit of illiteracy of defendant Nos.2 to 10, said Babu Khan @ Baggu Khan and his son-Islam Khan got executed GPA dated 08.11.2010 in favour of defendant No.1, who was introduced by the aforesaid Property Dealers.

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(3.3) Also contends that defendant Nos.2 to 10 never intended to sell whole suit property and GPA was executed in favour of defendant No.1 only to the extent of 04 Kanals.

(3.4) Again contends that defendant No.1, in connivance with aforesaid property dealers, Bashir Khan & Om Parkash (attesting witnesses), Ashwani Pathak (Scribe of GPA) and Registration Clerk of Sub Registrar, Panchkula, played fraud with defendant Nos.2 to 10 and got their thumb impressions on GPA, which included the words 'whole suit property' instead of '04 Kanals only'.

(3.5) Still further contends that defendant No.1, by using forged GPA, executed one Agreement to Sell dated 10.12.2010 in favour of plaintiff on behalf of defendant Nos.2 to 10 regarding suit property.

(3.6) Yet again contends that when defendant No.2-Ronki Ram visited the Office of Patwari to get revenue records of suit property, he was informed that they (defendant Nos.2 to 10) have got one GPA executed for the entire suit property instead of 04 Kanals only in favour of defendant No.1. Thereafter, defendant Nos.2 to 10 immediately moved an application on 22.04.2011 (Ex.D-5) before Deputy Commissioner-cum-District Collector, Panchkula and got the said GPA cancelled vide instrument (Ex.PW2/2).

(3.7) Specifically contends that GPA, which was issued on 08.11.2010, was cancelled on 22.04.2011 i.e. much before the bargain date of 29.07.2011.

(3.8) Vehemently contends that criminal complaints (Ex.D-10 & Ex.D-11) were made by defendant Nos.2 to 10 to the police authorities

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concerned on 22.04.2011 and when no action was taken thereon, they were constrained to move subsequent complaints dated 07.05.2011 (Ex.D-6) and dated 22.07.2011 (Ex.D-7 & Ex.D-8).

(3.9) Further contends that defendant Nos.2 to 10 never met defendant No.1, who was a complete stranger to them, and if they actually wanted to execute GPA at best, they would have executed the same in favour of some family member and/or person(s) known to them.

(3.10) Also contends that attesting witness of GPA, namely, Bashir Khan (since deceased) admitted in his affidavit dated 08.06.2011 (Ex.D-1), which was tendered in his examination-in-chief, that GPA was forged by playing fraud upon defendant Nos.2 to 10 and initial oral Agreement was only for the sale of 04 Kanals and not for the suit property. Further contends that even his son, namely, Salim Khan while appearing in the witness box as DW-3 supported the aforesaid version of his deceased father. Also contends that nothing beneficial to plaintiff could be elicited in the cross-examination of said witness, who stood his ground.

(3.11) Again contends that Jawahar Lal, Advocate, who attested the affidavit of Bashir Khan (since deceased) appeared as DW-4 and deposed that document i.e. Ex.D-1 was duly attested by him after verifying his Identity proof.

(3.12) Lastly contended that Property Dealer, namely, Babu Khan @ Baggu Khan appeared as DW-2 and deposed that family of defendant No.2- Ronki Ram is known to him and transaction of ₹ 10.5 Lakh (Rupees Ten Lakh



Fifty Thousand only) for sale of land measuring 04 Kanals had taken place in his presence and on 18.11.2010, forged GPA was got executed by defendant No.1 in his favour from defendant Nos.2 to 10. He also supported the version of defendant Nos.2 to 10.

(3.13) In support of above contentions, learned Counsel has relied upon the following judicial precedents:-

- (i) S.P.Changalvaraya Naidu (dead) by LRs *Versus* Jagannath (dead) by LRs, 1994(1) SCC 1;**
- (ii) A.V.Papayya Sastry & Ors. *Versus* Government of A.P. & Ors., 2007(2) SCC 221;**
- (iii) Suraj Lamp and Industries Pvt. Ltd. *Versus* State of Haryana and another, 2012 (1) SCC 656;**
- (iv) Jayakantham & Others *Versus* Abaykumar, 2017 (5) SCC 178.**

(4) SUBMISSIONS ON BEHALF OF PLAINTIFF:-

(4.1) Submits that GPA, executed in favour of defendant No.1 by defendant Nos.2 to 10, is a registered document on record; thus, the contention to the extent that defendant No.1 is a complete stranger is liable to be rejected. Even defendant No.2 admitted his thumb impression as well as photograph(s) on the said GPA; thus, there is no fraud/cheating played upon defendant Nos.2 to 10 and they have cooked up a story to deny lawful claim of plaintiff.

(4.2) Further submits that GPA was executed on 08.11.2010; thereafter, Agreement to Sell was executed on 10.12.2010 and subsequently, GPA was



cancelled on 22.04.2011; hence, Agreement to Sell on the basis of GPA is much prior in time and cannot defeat accrued rights of plaintiff.

(4.3) Also submits that in the written statement, defendant Nos.2 to 10 have admitted that they have executed GPA; but now, out of greed, they are alleging that the same was executed only *qua* 04 Kanals of land after receiving a sum of ₹ 10 Lakh (Rupees Ten Lakh only).

(4.4) Again submits that a criminal complaint bearing No.COMI-5-2016, titled as “**Raunki Ram Versus Balwinder Singh etc.**” was initiated by defendant No.2 against defendant No.1 etc. and same was dismissed for want of prosecution on 21.11.2024. Said complaint has not been got restored till date. Further submits that complaint was instituted on 15.01.2016; but till its decision on 21.11.2024, the same was at preliminary stage and even summons were not issued, which further shows that defendant Nos.2 to 10 were not pursuing the aforesaid complaint with due diligence.

(4.5) Yet again submits that defendant No.2 has specifically admitted in his cross-examination that defendant Nos.2 to 10 had received a sum of ₹ 10 Lakh (Rupees Ten Lakh only). Also submits that plaintiff has duly proved Agreement to Sell, which was executed in his favour, as well as his readiness and willingness to perform his part of contract before learned trial Court as well as learned First Appellate Court.

(4.6) Still further submits that defendant Nos.2 to 10 claimed that Basheer Khan (since deceased) was accompanied by Property Dealers, who had allegedly misled the owners into signing documents for the entire property



instead of 04 Kanals land only; however, affidavit (Ex.D-1) of Basheer Khan cannot be a considered to be a proved document since no attesting witness of that affidavit has been examined.

(4.7) Lastly submitted that learned First Appellate Court rightly held that contents of affidavit of Basheer Khan cannot be taken into account to rebut the sanctity of registered GPA. Learned Counsel, while referring to cross-examination of Baggu Khan @ Babu Khan, submits that the said witness admitted in his cross-examination that he does not know anything and had merely deposed in the Court what defendant No.2 had told him. The said admission of the witness renders his testimony unreliable and doubtful.

(4.8) In support of above submissions, learned Counsel has relied upon the following judicial precedents:-

- (i) Ishwar Dass Jain (Dead) through LRs *Versus* Sohan Lal (Dead) through LRs, 2000 (1) SCC 434;**
- (ii) Prem Singh & Ors. *Versus* Birbal & Ors., 2006(5) SCC 353;**
- (iii) Santokh Singh *Versus* Bishan Singh, C.R. No.820 of 1991, decided on 08.10.1993 (P&H);**
- (iv) Amar Kaur and others *Versus* Lashu Ram and others, RSA No.1195 of 2010 (P&H), decided on 07.12.2010;**
- (v) Rajender & Anr. *Versus* Ram Kishan & Anr., RSA No.3420 of 2010 (P&H), decided on 09.04.2019;**
- (vi) Des Raj *Versus* Renu Kochhar & others, RSA No.1341 of 2015 (P&H), decided on 14.05.2019;**

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**(vii) Parswanath Saha *Versus* Bandhana Modak (Das) And
Anr., Civil Appeal No.14804 of 2024, decided on
20.12.2024.**

- (5) No other argument was raised by either sides.
- (6) I have heard learned Counsel for parties; perused the paper-book as well as records of learned trial Court and learned First Appellate Court.
- (7) The points for consideration as formulated on 24.03.2026 by this Court are as under:-
- (i) Whether impugned judgment and decree dated 22.12.2023, passed by learned First Appellate Court, granting specific relief to execute Sale Deed in favour of respondent No.1/plaintiff regarding land measuring 65 Kanals 2 Marlas, situated at Village Mauja Jaswantgarh, Hadbast No.239, Tehsil & District Panchkula on the basis of Agreement to Sell dated 10.12.2010 while modifying judgment & decree dated 09.02.2018 of learned trial Court, vide which suit was partly decreed and appellants/defendant Nos.2 to 10 were directed to refund earnest money of ₹ 10 Lakh along with interest @ 6% per annum from the date of aforesaid Agreement till realization, is legally sustainable?
 - (ii) Whether rejection of cross-objections filed by appellants/defendant Nos.2 to 10, by learned First Appellate Court, is legal and valid?

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(8) The foundation of present case is the GPA, executed on 08.11.2010, which is a registered document and there is a presumption attached to it with regard to validity. GPA holder/defendant No.1 executed Agreement to Sell dated 10.12.2010 and received ₹ 10 Lakh (Rupees Ten Lakh only). Plaintiff was having apprehension that defendant Nos.2 to 10 were going to transfer/alienate suit property to some third party and last date of bargain was 29.07.2011. Therefore, plaintiff could not file suit for possession by way of specific performance on the basis of aforesaid Agreement to Sell at that time. As such, only suit for permanent injunction was filed on 31.05.2011 and learned trial Court granted interim stay.

(9) Subsequently, plaintiff moved an application for amending plaint from permanent injunction to specific performance of Agreement to Sell, which was allowed by learned trial Court vide order dated 26.09.2012 and same was never challenged. Consequently, amended plaint was filed with the prayer, *inter alia*, that defendant Nos.2 to 10 be directed to execute the registered Sale deed in respect of entire suit property on payment of balance sale consideration of ₹ 1,52,75,000/- (Rupees One Crore Fifty Two Lakh Seventy Five Thousand only) along with all the rights appurtenant thereto with consequential relief of permanent injunction.

(10) It is apposite to mention here that Agreement to Sell (Ex.P-1) was executed on 10.12.2010; same has been duly proved before learned trial Court and relevant part thereof reads as under:-

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“The plaintiff has examined himself to prove the agreement to sell dated 10.12.2010. The defendant no.1 did not step in to witness box to controvert the version of the plaintiff. Hence, agreement to sell dated 10.12.2010 in favour of plaintiff is duly proved on case file as there is no denial of the execution of the agreement to sell dated 10.12.2010. It is also established fact that at the time of execution of agreement to sell in favour of plaintiff, the defendant no.1 was general power of attorney holder of defendant no.2 to 10. The title of the defendant no. 2 to 10 over the suit property is also not in dispute. From the production of the oral as well as documentary evidence, the plaintiff has successfully proved the execution of the agreement to sell Ex.P1 in his favour.”

(11) Learned trial Court, after taking into consideration the entire material available on record decreed the suit partly only for refund of ₹ 10 Lakh (Rupees Ten Lakh only) along with interest; however, declined the prayer for specific performance on the ground of equity while observing in para 20 & 26 and relevant parts thereof read as under:-

“20. xxxxx

Hence, in such circumstances equity lies in the fact that the defendant no. 2 to 10 are entitled to protect their ownership over the suit property when General Power of attorney has already been cancelled by them before execution of sale deed. If relief of specific performance is granted to the plaintiff then irreparable loss will cause to the defendant No. 2 to 10 as they will deprive from their whole property. On the other hand, no irreparable loss will cause to the plaintiff, if relief of specific performance is not granted to him as he has only made a payment of the Rs. ten lakhs to the defendant No. 1 in consequent of agreement to sell and the same can be recovered by him from the defendant No. 1.

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Moreover, as per Section 14 of the Specific Relief Act, 1963, a contract for the performance of which compensation in money is adequate relief, contracts are not specifically enforceable. The defendant No. 1 has received payment of Rs. 10 lakhs from the plaintiff and he is liable to reimburse the said amount to the plaintiff. Therefore, in view of principle of justice, equity and good conscience, the plaintiff is entitled to only money decree in his favour.

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26. In the light of discussion above, present suit for specific performance of agreement to sell dated 10.12.2010 is hereby decreed to the extent that the plaintiff is entitled to recover a sum of Rs. ten lacs from defendant No.1 and he is directed to pay said amount of Rs. ten lacs to plaintiff within four months from today. The plaintiff shall also be entitled to interest upon said amount @ 6% per annum from the date of agreement to sell i.e. 10.12.2010 till realization. The plaintiff shall also be entitled to costs of the suit throughout. Decree-sheet be drawn up accordingly. File be consigned to record-room after due compliance. Concerned Ahlmad is directed that the file for consignment should be prepared as per clauses 3,4,5 and 6 of chapter 16F volume -IV of High Court Rules in order (i.e. arranging the files in part A and B) so that the record which is to be destroyed/weeded out should be kept separately from the initial stage.”

(12) However, learned First Appellate Court modified the findings and granted specific relief in favour of plaintiff by observing that defendant Nos.2 to 10 failed to prove the allegations of fraud and it was categorically recorded in para No.19 of impugned judgment dated 22.12.2023, which reads as under:-

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“It is pertinent to mention here that in the present case in hand defendants No.2 to 10 could not be able to discharge this onus by way of leading any admissible and cogent piece of evidence. It is noticed by this court that in order to prove the execution of Ex. PW2/1 by way of fraud committed upon defendants No.2 to 10 defendant examined apart from one of the defendant one Baggu Khan as DW2, Salim Khan as DW3 and Advocate Jawahar Lal as DW4. It is noticed by this court that the defendant also placed reliance upon Ex.D-1 i.e. an affidavit executed by one of the attesting witness of Ex.PW2/1 namely Bashir Khan. It is necessary to point out here that merely on the basis of statement of DW2 Salim Khan son of Bashir Khan Ex.D-1 cannot be considered as a proved document. The thumb impression appended on Ex.D-1 cannot be considered as duly proved document just on the basis of statement of DW-3 that he identifies the thumb impression of his father on this document. The thumb impression of a deceased person cannot be proved with oral testimony of his family members, particularly when the document in question has not been executed by the deceased in presence of the person who claiming the document bearing thumb impression as of the deceased. In the present case in hand, DW3 admitted that Ex.D-1 when executed he was not present with his father. It is also stated by him that he does not know from where the defendants brought Ex.D-1 on record. In this eventuality, the sanctity of registered document Ex.PW2/1 cannot be considered as rebutted with a document Ex.D-1 sanctity of which itself is doubtful. It is necessary to point out here that even DW4 examined in order to prove Ex.D-1 but the statement of this witness as recorded during cross-examination makes it clear that it cannot be considered as proved that Ex.D-1 is executed by deceased Bashir Khan and therefore the contents of Ex.D-1 cannot be taken into account in order to rebut the sanctity of Ex.PW2/1 which is a registered document. It is further that even

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the statement of Baggu Khan DW2 becomes doubtful when he admitted in cross-examination that whatever Raunki Ram told to him he has deposed accordingly in the court and beyond this he does not know anything. It is necessary to point out here that with aforementioned discussions and settled proposition of law, it can be held that the plea of defendants qua any fraud, misrepresentation as has been pleaded in their cross objections could not be established and even this plea of cross objectors/defendants has been rightly discarded by the learned Civil Court in the impugned judgment.”

The above extract clearly reveals that learned First Appellate Court found that no fraud has been played by defendant No.1 or plaintiff/any other person upon defendant Nos.2 to 10.

(13) Although, learned Counsel for defendant Nos.2 to 10 raised the plea of fraud vehemently; but there is no material to substantiate the same. Learned First Appellate Court also thoroughly examined the matter and rightly came to the conclusion that at the time of Agreement to Sell dated 10.12.2010, defendant No.1 (GPA Holder) was having a valid GPA with photographs of all the defendant Nos.2 to 10 as well. Thus, being a registered document, the same carries due weightage; presumption has rightly been drawn by learned First Appellate Court and this Court is in full agreement with the same.

(14) Learned Counsel for defendant Nos.2 to 10 argued that on the basis of oral Agreement, ₹ 10 Lakh (Rupees Ten Lakh only) were received from defendant No.1; but that was only regarding 04 Kanals out of entire suit property; however, there is no material or whisper from the GPA that it was

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only of 04 Kanals; rather this is only a concocted and afterthought story just to dislodge the claim of plaintiff; thus, irresistible conclusion would be as under:-

- (i) GPA dated 08.11.2010 was executed by defendant Nos.2 to 10, which was duly registered in the Office of Sub Registrar, Panchkula and carries photographs of all the aforesaid defendants. As per Section 60 of the Registration Act, 1908, a high degree of sanctity is attached to a registered document. Hon'ble the Supreme Court in '*Hemlatha (D) By LRs Versus Tukaram (D) By LRs*', reported in *2026 SCC Online SC 106*, held that Civil Court must not lightly or casually declare a registered document as a result of fraud. In the present case, defendant Nos. 2 to 10 have miserably failed to prove the plea of fraud and even there is no material to substantiate the same. Thus, it can be safely concluded that said plea is a clever device, which is lacking any evidential support. Defendant Nos.2 to 10 cannot be allowed to resile from binding contract entered into by defendant No.1 on their behalf with plaintiff, particularly when plaintiff remained ready and willing to perform his part of contract;
- (ii) Defendant No.1 (GPA Holder) also acknowledged that on the basis of GPA, he duly executed Agreement to Sell dated 10.12.2010;

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- (iii) Defendant No.1 on behalf of defendant Nos.2 to 10 received an amount of ₹ 10 Lakh (Rupees Ten Lakh only) as earnest money from plaintiff. Defendant No. 2 while stepping into the witness box as DW-1 also specifically admitted in his cross-examination that they (defendant Nos.2 to 10) have received the said amount;
- (iv) Balance sale consideration i.e. ₹ 1,52,75,000/- (Rupees One Crore Fifty Two Lakh Seventy Five Thousand Only) was to be paid at the time of execution and registration of Sale Deed on or before 29.07.2011, which now stands deposited in compliance of judgment and decree dated 22.12.2023, passed by learned First Appellate Court, and lying in Treasury vide receipt/e-challan dated 20.03.2024;
- (v) Since GPA was subsequently cancelled by the Sub Registrar, Panchkula on moving an application dated 22.04.2011 by defendant Nos. 2 to 10 before the Deputy Commissioner-cum-District Collector, Panchkula much after the execution of Agreement to Sell on 10.12.2010; thus, said GPA was a valid document and its holder was well within his rights to enter into such Agreement with the plaintiff. The plea of illiteracy taken by defendant Nos.2 to 10 appears to be a ruse to deny lawful claim of plaintiff. When they can file application for cancellation of GPA, it does not lie in

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their mouth to say that they were waylaid by some Property Dealers on 08.10.2010 to execute the GPA and that they only intended to sell 04 Kanals of land on 10.12.2010;

- (vi) The cancellation of GPA at a later stage does not make the Agreement to Sell invalid as it was executed within the period of validity of GPA;
- (vii) Although, defendant Nos.2 to 10 moved several complaints (Ex.D-5 to Ex.D-8) regarding fraud/cheating to the Police Authorities, but same have not yielded any result against the GPA holder or the persons, in whose favour Agreement to Sell was executed;
- (viii) Even Criminal Complaint, filed on 15.01.2016 before learned Addl. Chief Judicial Magistrate, Panchkula, was not pursued by defendant Nos.2 to 10 to bring their allegations of fraud to a logical end. The same was rather dismissed for non-prosecution vide order dated 21.11.2024 (Mark 'X') and that was never challenged for the reasons best known to them;
- (ix) The cross-objections, filed by defendant Nos.2 to 10, were also rightly dismissed by learned First Appellate Court and this Court concur with the same.

(15) The judicial precedents, cited by learned Counsel for the defendant Nos.2 to 10, are also not helpful for the following reasons:-

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- (i) There is no dispute about the proposition of law, laid down by Hon'ble the Supreme Court in **S.P.Changalvaraya Naidu** and **A.V.Papayya Sastry** cases (*supra*), that a judgment, decree or order obtained by playing fraud on the Court, Tribunal or Authority is a nullity and *non est* in the eyes of law. However, in the present case, plea of fraud has not been proved and thus, are distinguishable on facts;
- (ii) In **Suraj Lamp's** case (*ibid*), it was held that common practice of transferring immovable property via Agreement to Sell through GPA or a Will does not confer any title; GPA does not make the Agent "Owner"; hence, the same is also distinct from present case as defendant No.1 (GPA Holder) entered into an Agreement with plaintiff on behalf of defendant Nos.2 to 10. No right or title has been transferred in favour of plaintiff;
- (iv) **Jayakantham's** case (*supra*) is also distinguishable on facts as in that matter, Hon'ble the Supreme Court held that under Section 20 of the Specific Relief Act, 1963, the remedy for specific performance is discretionary and equitable. The Court is not bound to grant it if it would cause "unproportionate hardship" to the defendants. However, in the present case, no hardship much less unproportionate would be caused to defendant Nos.2 to 10.

(16) Hence, in the opinion of this Court, impugned judgment and decree dated 22.12.2023, passed by learned First Appellate Court, while decreeing the



suit for specific performance on the basis of Agreement to Sell dated 10.12.2010 is perfectly valid and legally sustainable.

(17) In view of above, this Court has no option except to dismiss the appeal.

(18) Consequently, appeal is dismissed being devoid of any merits. There shall be no order as to costs.

(19) Even in the cross-objections also, filed by defendant Nos.2 to 10, there is no substance; hence, the same were rightly rejected by learned First Appellate Court and this Court does not find any illegality with the same.

(20) Interim arrangement made vide order dated 19.01.2026, extended from time to time, shall come to an end forthwith.

(21) Also clarified that plaintiff/respondent No.1 would be at liberty to pursue his pending execution proceedings before the Court concerned in accordance with law.

Pending application(s), if any, shall also stand disposed off.

01.04.2026

Gagan

(MAHABIR SINGH SINDHU)
JUDGE

Whether speaking/reasoned	Yes
Whether Reportable	Yes