



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

105

RSA-5416-2019 (O&M)
Date of decision:28.04.2026

RESHAM SINGH

...APPELLANT

VERSUS

HARJINDER SINGH

...RESPONDENT

CORAM: HON'BLE MR. JUSTICE PARMOD GOYAL

Present: Mr. Nitin Verma, Advocate for
Mr. S.K. Chawla, Advocate
for appellant.

PARMOD GOYAL, J. (ORAL)**CM-15385-C-2019**

For the reasons stated in the application under Section 5 of the Limitation Act, 1963, for condonation of delay of 936 days in re-filing the present appeal, same is allowed. The delay of 936 days in filing the appeal is condoned.

Application stands disposed of.

MAIN CASE (O&M)

Present regular second appeal has been preferred by appellant-plaintiff challenging judgment and decree dated 21.01.2016 passed by learned Civil Judge (Junior Division), Faridkot, whereby suit for specific performance preferred by appellant-plaintiff was dismissed and by judgment and decree dated 29.08.2016 passed by learned District Judge, Faridkot, whereby first appeal preferred by appellant-plaintiff was also dismissed.

2. Appellant-plaintiff vide his suit for specific performance claimed that respondent-defendant had entered into an agreement to sell dated 02.07.2007 for total sale consideration of Rs.1,00,000/- out of which

Rs.34,500/- were paid and received as earnest money. Sale deed was agreed to be executed on or before 17.12.2007 on payment of balance sale consideration. It was claimed by appellant-plaintiff that said agreement was extended with the consent of both the parties up to 25.01.2013 and since respondent-defendant had failed to execute sale deed and appellant-plaintiff was always ready and willing to execute his part of agreement, therefore, appellant-plaintiff sought decree for specific performance.

3. Upon notice, respondent-defendant contested the suit by taking preliminary objections as regards to maintainability etc. of the suit. Agreement dated 02.07.2007 was stated to be forged and fabricated document. It was asserted that Rs.30,000/- was taken by respondent-defendant as loan and for security of loan, the agreement was got prepared and same was mere paper transaction. It was claimed that an amount of Rs.30,000/- was also returned back to the appellant-plaintiff. Accordingly, dismissal of suit was prayed for.

4. Learned Courts below had held agreement to be validly executed between the parties. However, specific performance of agreement dated 02.07.2007 was declined on the ground that appellant-plaintiff had failed to show his readiness and willingness and had approached the Court only in the year 2013, whereas, agreement was entered in the year 2007 showing delay and laches on the part of appellant-plaintiff. The Courts below had further held that suit is barred by limitation as same was not filed within three years from the date when the cause of action arose to appellant-plaintiff.

5. Learned counsel for appellant-plaintiff has argued that the

learned Courts below have failed to take into consideration acknowledgment on the part of respondent-defendant. It is also argued that the notice issued to appellant-plaintiff for execution of sale deed was duly received and was not contested. It is asserted that in notice issued to respondent-defendant, it was clearly mentioned by appellant-plaintiff that date for execution was extended by way of oral agreement between the parties and this fact was not denied and therefore, it amounts to acknowledgement on the part of respondent-defendant.

6. Learned Courts below have held that this does not amount to acknowledgment as notice was issued after expiry of period of limitation.

7. Admittedly, in present case, respondent-defendant had given reply to the notice issued after expiry of period of limitation by the appellant-plaintiff. In his notice, appellant-plaintiff had specifically alleged that agreement was extended by oral agreement between the parties. However, in reply to notice, respondent-defendant had denied the execution of agreement itself and stated same to be forged and fabricated. When the agreement is being denied and is being claimed as forged and fabricated then specific denial to extension independently would not amount to acknowledgment. Acknowledgment is a positive act which has to be reflected on the part of person acknowledging. In present case, there is no such positive act, acknowledging execution of agreement dated 02.07.2007 and its oral extension as was claimed by appellant-plaintiff. Both the Courts have rightly appreciated the evidence and had concluded that oral extension as being claimed by appellant-plaintiff is neither established nor can be accepted. The suit filed in year 2013 for agreement to sell dated 02.07.2007

is clearly time-barred.

8. In view of above, I do not find any error in the judgments and decrees passed by both the Courts below. Hence, present appeal is dismissed being without any merit.

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

(PARMOD GOYAL)
JUDGE

28.04.2026
Sunil Chander

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