

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

CR-2710-2026

Date of Decision: 25.03.2026

PARMINDER SINGH

...Petitioner

Vs.

NIRMAL SINGH AND OTHERS

...Respondents

CORAM:- HON'BLE MR. JUSTICE VIRINDER AGGARWAL

Present: Mr. Janak Singh Bhinder, Advocate
 for the petitioner.

VIRINDER AGGARWAL, J. (Oral)

1. The present civil revision petition has been filed under Article 227 of the Constitution of India for setting aside the impugned order dated 11.02.2026 passed by the Additional Civil Judge (Senior Division), Sunam, District Sangrur, in Civil Suit No.668 of 2016, whereby the evidence of the petitioner was closed by order.

2. The petitioner executed an Agreement to Sell dated 09.06.2015 in favour of proforma respondent No. 2. Based on the said agreement, proforma respondent No. 2 instituted a suit for specific performance and permanent injunction titled *Jora Singh vs. Parminder Singh* bearing Civil Suit No. 698 dated 04.11.2015. The said suit was decreed by the learned Trial Court in favour of respondent No. 2. Pursuant thereto, the petitioner executed Sale Deed No. 441 dated 13.06.2019 in favour of respondent No. 2. Thereafter, respondent No. 2 further transferred the land in favour of respondent No. 3 vide Sale Deed No. 2021-2022/127/1/281, and mutation No. 60 dated 01.10.2019 was sanctioned in favour of respondent No. 3. It is the case of the petitioner that respondent No. 1 has fabricated a false and

alleged agreement to sell dated 18.06.2015, claiming that the petitioner executed the same in favour of respondent No. 2 in respect of land measuring 94 Kanals 4 Marlas, being half share, with 20.11.2015 as the date fixed for execution of the sale deed. The petitioner asserts that no such agreement was ever executed. Earlier, respondent No. 1 had filed Civil Suit No. 673 of 2015 for permanent injunction wherein incorrect pleadings were made regarding the location of the suit land as situated in Village Moura, District Sangrur, whereas the land is actually situated in Village Kamalpur, District Sangrur. The said suit was dismissed on 10.01.2017 by the learned Civil Judge (Junior Division), Sunam, which, according to the petitioner, further demonstrates that the alleged agreement dated 18.06.2015 is false and fabricated. Subsequently, respondent No. 1 instituted the present suit for specific performance along with other consequential reliefs against the petitioner and proforma respondents. The petitioner filed a written statement denying the execution of the alleged agreement to sell dated 18.06.2015. Respondent No. 3 also filed a written statement asserting that he is a bona fide purchaser for valuable consideration on the basis of Agreement to Sell dated 09.06.2015 and Sale Deed No. 441 dated 13.06.2019. In the course of trial, respondent No. 1 closed his evidence on 21.05.2025 after availing sufficient opportunities. Thereafter, the matter was fixed for defence evidence. The proceedings reveal that despite repeated opportunities and issuance of summons, defence witnesses could not be examined on certain dates due to their absence, non-availability, and also on account of Bar Association strikes and court holidays. Eventually, DW-1 and DW-2 were examined on 11.09.2025, DW-3 and DW-4 were partly cross-examined on

01.10.2025, and DW-4 was fully examined on 10.11.2025. Subsequently, DW-6 was fully examined on 04.02.2026. However, on 11.02.2026, respondent No. 3 closed his evidence, and the learned Trial Court, in an arbitrary manner, also closed the evidence of the petitioner. The matter was thereafter fixed for rebuttal evidence. The petitioner contends that the alleged Agreement to Sell dated 18.06.2015 is fabricated and that the respondent No. 1 deliberately failed to examine material witnesses to the said agreement, namely Beekar Singh and Kuljit Singh, who were witnesses to the alleged transaction. The petitioner seeks to examine the said witnesses in support of his case. Thus, the petitioner asserts that he has been seriously prejudiced by the closure of his evidence and seeks appropriate relief.

3. I have heard counsel for the petitioner has gone through the paper-book carefully.

4. Considering that there is no illegality or infirmity in the order passed by the learned Additional Civil Judge (Senior Division), Sunam, as case history shows that ample opportunities were granted to the petitioner/defendant No.1 to conclude evidence even if adjournments granted on account of Bar Association strikes and court holidays are discounted, but, in the interest of justice and in order to allow the parties to contest the petition on its merits, the petitioner is granted one effective opportunity to cross examine Beekar Singh and Kuljit Singh, who are the marginal witnesses, subject to payment of costs amounting to Rs. 50,000/-, of which Rs. 10,000/- shall be deposited in the account of the District Legal Services Authority, Sunam, and the remaining amount of Rs. 40,000/- shall be paid to the contesting respondent No.1.



5. In view of the above, the present petition is disposed of.

(VIRINDER AGGARWAL)
JUDGE

25.03.2026

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