



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

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**RSA-1630-2001 (O&M)
Reserved on : 18.03.2026
Pronounced on : 05.05.2026**

MISHRI DEVI**...APPELLANT****VERSUS****ISHWAR SINGH****...RESPONDENT****CORAM: HON'BLE MR. JUSTICE PARMOD GOYAL**

Present: Mr. Sanjay Mittal, Advocate
for appellant.

PARMOD GOYAL, J.

Present regular second appeal has been preferred by appellant-plaintiff for setting aside the judgment and decree dated 22.02.1999 passed by learned Civil Judge (Senior Division), Narnaul whereby suit filed by appellant-plaintiff for specific performance of agreement to sell dated 09.10.1989 was dismissed and appellant-plaintiff is also challenging judgment and decree dated 03.03.2001 passed by learned District Judge, Narnaul, whereby first appeal preferred by appellant-plaintiff against dismissal of suit was also dismissed.

2. Appellant-plaintiff in her suit for specific performance of agreement to sell dated 09.10.1989 in respect of land measuring 04 kanals comprised in khewat No.140, khatauni, rectangle and khasra No.33/13 (min) situated in village Bohdi, asserted that said land was agreed to be sold by respondent-defendant vide agreement to sell dated 09.10.1989 for a total consideration of Rs.16,000/- out of which Rs.10,000/- was paid as earnest money and it was agreed to execute the sale deed on 10.10.1990 on payment

of remaining amount of Rs.6,000/-. It was asserted that appellant-plaintiff was always ready and willing to perform her part of contract and had sent her husband with Rs.6,000/- to get the sale deed executed, however, respondent-defendant failed to execute the sale deed on 10.10.1990. When her husband remained present throughout the day at the tehsil office. Legal notice was duly issued on 30.10.1990 but despite that sale deed was not executed. Therefore, appellant-plaintiff had preferred the suit for specific performance.

3. The respondent-defendant had specifically denied execution of agreement to sell dated 09.10.1989 by filing detailed written statement. Respondent-defendant denied having received Rs.10,000/- as earnest money and that he had agreed to execute the sale deed on 10.10.1990. It was asserted that agreement was forged document and the husband of appellant-plaintiff Babu Lal had no power of attorney in his favour. Therefore, he had no authority to enter into an agreement to sell with the respondent-defendant and to enter in any agreement. Therefore, there was no question of execution of any agreement. It was asserted that market value of suit land was much more than what was stated in agreement to sell as appellant-plaintiff wanted to grab the said land. It was also asserted that Babu Lal-husband of appellant-plaintiff had never approached respondent-defendant for execution of sale deed nor had offered Rs.6,000/- as balance consideration as alleged by appellant-plaintiff. Accordingly, dismissal of suit was prayed for.

4. From the pleadings of the parties, following issues were framed:-

- i. Whether the plaintiff is entitled for the specific performance of agreement to sell dated 09.10.1989 on the balance payment of Rs.6,000/- ? OPP
- ii. If issue No.1 is not proved, whether the plaintiff, in alternative is entitled for the recovery of Rs.16,000/- along with costs and interests @ 18% p.a. pendente lite and future from the date of execution of agreement to sell dated 09.10.1989 till the realization of the decretal amount ? OPP
- iii. Whether the suit is not maintainable ? OPD
- iv. Whether the plaintiff has not come to the court with clean hands, if so, what is its effect ? OPD
- v. Whether the plaintiff has no cause of action ? OPD
- vi. Whether the plaintiff has no locus standi to file and maintain the present suit ? OPD
- vii. Whether the defendants are entitled to special costs u/s 35-A CPC, the suit of the plaintiff being false and frivolous ? OPD
- viii. Relief.

5. Even though respondent-defendant was proceeded *ex parte* subsequent to filing of written statement, the learned Court of First Instance decided issues No.1 and 2 against the appellant-plaintiff and suit was dismissed. The learned Appellate Court affirmed the findings of learned Court of First Instance and dismissed the appeal filed by appellant-plaintiff.

6. Both the learned Courts have duly noticed that appellant-plaintiff Mishri Devi had not signed the agreement Ex.PW1/A. It was also found that in agreement nowhere it was mentioned that husband of appellant-plaintiff Babu Lal had signed on behalf of appellant-plaintiff being

power of attorney/authorized person on behalf of appellant-plaintiff. It was also noticed by both the learned Courts below that though the agreement states that possession has been handed over to appellant-plaintiff on 09.10.1989, however, no evidence or material was placed on record by appellant-plaintiff to show that possession was with appellant-plaintiff since 09.10.1989. In revenue records i.e. *khasra girdawari/jamaabandis*, there is no mention that suit property is in possession of appellant-plaintiff. Accordingly, both the learned Courts below have noticed that the agreement to sell dated 09.10.1989 alleged to have been signed by Babu Lal-husband of appellant-plaintiff, is invalid as neither appellant-plaintiff had signed the same nor there was any authorization by appellant-plaintiff in favour of her husband-Babu Lal. It was duly noticed that Babu Lal had not filed the suit but it was appellant-plaintiff, who had filed the suit.

7. Learned counsel for appellant-plaintiff has challenged above noted findings of learned Courts below and has argued that Babu Lal, who had signed the agreement, was husband of appellant and had acted on behalf of appellant-plaintiff and his action, have been duly rectified by appellant.

8. Learned counsel for appellant-plaintiff has relied upon following judgments:-

- i. **Vijay Kumar Vs. Ashok Kumar Laroia and Ors.,** 2017(1) PLR 615
- ii. **Anoop Singh (Since Deceased) through his Lrs Vs. Harminder Singh and Anr.,** 2024(4) RCR(Civil) 343
- iii. **Mahender Kumar Vs. Sita Ram Mandir,** 2015(49) RCR(Civil)5

iv. **Dalbara Singh Vs. Harpal Singh**, 1993(2) PLR 79

9. On consideration, I do not find any error in the concurrent findings recorded by both the Courts below. Admittedly, agreement to sell dated 09.10.1989 (Ex.PW1/A) was between appellant-plaintiff and respondent-defendant, however, same was not signed by appellant-plaintiff but by her husband Babu Lal though nowhere in agreement, it was mentioned that Babu Lal was authorized to sign or act on behalf of appellant-plaintiff. No power of attorney was produced on record to show that on the date of execution of agreement to sell dated 09.10.1989, Babu Lal husband of appellant-plaintiff was authorized to enter into an agreement on behalf of appellant-plaintiff. In absence of signatures of appellant-plaintiff or any authorization in favour of her husband Babu Lal, there is no valid contract between appellant-plaintiff and respondent-defendant. Therefore, appellant-plaintiff cannot seek specific performance of said agreement to sell dated 09.10.1989.

10. There is no pleading or evidence that appellant-plaintiff had agreed to purchase the suit land either orally or by way of execution of valid agreement, signed by her or by someone on behalf of her under her authority. In order to have valid contract, offer and acceptance are mandatory, whereas acceptance of appellant-plaintiff to purchase the suit property is totally missing. Therefore none of the judgments cited by learned counsel for appellant-plaintiff have got any applicability to present case. None of the witnesses examined by appellant-plaintiff have spoken about presence of appellant-plaintiff at the time of execution of agreement or acceptance of offer of sale by her.

11. In view of above, I do not find any merit in present appeal. No other question of fact or law has been raised in present appeal. Accordingly, present appeal is dismissed being without any merit.

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

(PARMOD GOYAL)
JUDGE

05.05.2026
Sunil Chander

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