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IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH

CR-2859-2026

Date of decision : 09.04.2026

Gobind Singh

... Petitioner

Versus

Rajwinder Kaur and others

... Respondents

CORAM: HON'BLE MR. JUSTICE VIKAS BAHL

Present: Mr.J.K. Singla, Advocate,
Ms. Shivani Singla and
Ms.Suman Rani, Advocate
for the petitioner.

VIKAS BAHL, J.(ORAL)

1. This is a Civil Revision Petition filed under Article 227 of the Constitution of India for setting aside the order dated 12.03.2026 passed by the Additional Civil Judge (Sr.Div.), Phul, District Bathinda, vide which the trial Court has framed issue no.8(A) with respect to Wills dated 25.10.2007 and 10.07.1996.

ARGUMENTS ON BEHALF OF THE PETITIONER

2. Learned counsel for the petitioner has submitted that an application had been filed by the plaintiffs for examination of handwriting expert and at that stage, the trial Court suo-moto framed the additional issue regarding the Wills dated 25.10.2007 and 10.07.1996. It is submitted that



the trial has made much progress and thus, the framing of the additional issue would unnecessarily delay the proceedings and would also result in denovo trial.

ANALYSIS AND FINDINGS

3. This Court has heard learned counsel for the petitioner and has perused the paper book and finds that the impugned order is in accordance with law and deserves to be upheld and the present petition deserves to be dismissed for the reasons stated hereinafter.

4. Respondents no.1 and 2-plaintiffs had filed a suit for declaration to the effect that plaintiffs and defendant no.3 are owners in possession of the suit land. In the prayer clause itself, it was specifically stated that defendants no.1 and 2 have no concern with the suit land and mutations no.5405 and 5406 dated 30.12.2015 sanctioned in favour of defendants no.1 and 2 on the basis of unregistered Will dated 25.10.2007 and 10.07.1996 by the A.C. Ist Grade, Maur, vide its order dated 30.12.2015 are illegal and liable to be set aside. In paragraph 7 of the plaint, it was specifically pleaded that the deceased Maghar Singh and Jang Singh in connivance with each other and also the witnesses prepared two Wills, out of which one was got executed on 25.10.2007 from Mukhtiar Singh in favour of Gurmeet Kaur wife of Maghar Singh and likewise Jang Singh had got prepared the Will dated 10.07.1996 which was executed from Kartar Singh in favour of Surjit Kaur wife of Jang Singh and that the said Wills are null and void to the extent of right of the plaintiffs. The relevant portion of

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the head note as well as the averments made in the plaint with respect to the said Wills is reproduced hereinbelow:-

“Suit for declaration to the effect that the plaintiffs and defendant No.3 are owners in possession Schedule (A) of land measuring 273 Kanal 19 Marla bearing Khewat No.115/98, Khatoni No.307 to 316 comprised in Khasra No.400 (0-3), 523/2/1/1/1/2/2 (9-2), 1074/26 (0-6), 1088/78/2 (1-8), 411min (8-0), 479/2 (5-0), 482/2 (1-19), 582 (18-0), 409/2 (17-10), 410 (16-11), 411min (2-0), 522/2min (1-4), 522/2/1 (4-16), 540/1/1/1 (0-18), 579min (5-0), 580/1/1 (15-0), 582min (4-10), 479/2min (8-18), 481min (1-10), 482min (6-0), 483 (4-14), 488/1 (8-12), 578 (30-8), 579 (3-9), 588/1/1 (0-15), 480/2/2 (1-11), 489/1/2 (0-7), 521/1/2/2 (4-17), 522/1/2/2/2 (3-10), 583/2 (10-4), 586/3 (15-7), 481min (12-5), 482/2min (14-8), 521/1/1 (4-13), 521/1/2/1 (1-11), 522/1/2/1min (4-8), 522/1/2/2/1 (1-2), 523/2/1/1/1/2/1 (0-10), 482/1 (2-13), 489/1/1 (8-5), 582/1/2 (2-3), 490/1 (2-12), 583/1 (8-0);

OR

*Schedule (B) of land measuring 51 Kanal 18 Marla bearing Khewat No.116/99/0, Khatoni No.318 to 322 comprised in Kharas No.408/1/1 (2-9), 408/2/1min (2-0), 408/1/5 (1-12), 589/3/1/1 (4-5), 589/3/2 (3-10), 589/3/3 (2-0), 589/4/2 (1-7), 591/1/1 (3-10), 591/1/2/1 (2-16), 591/1/3/1 (0-4), 408/1/2/1 (3-0), 408/1/2/1/2 (5-10), 409/1 (5-6), 480/2/1 (5-0), 587/1/1 (4-17), 589/3/1/2 (4-12) situated at village Dhade, Sub Tehsil Ballianwali, District Bathinda as per Jamabandi for year 2015-16 i.e. 22 Kanal 15 Marla land share of deceased Mukhtiar Singh and deceased Kartar Singh Sons of Ram Rakhi Son of Sucha Singh. Bhupinder Singh father/husband of the plaintiffs and defendant Sukhwinder Singh purchased specific Khasra Number 578min North (19-10), 409/1min North (3-5) i.e. total land measuring 22 Kanal 15 Marla from original vendor Mukhtiar Singh and Kartar Singh through registered Sale Deed No.1628 dated 24.08.1992 registered in the office of Sub Registrar Sahib, Rampura Phul i.e. the plaintiffs Nos.1 & 2 are having 1/2 share and defendant No.3 is having 1/2 share in suit land. Defendants Nos.1 & 2 have no concern, right or share with this land. **In result of this, Mutation Numbers 5405 and 5406 dated 30.12.2015 sanctioned consecutively in***

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favour of the defendants Nos.1 & 2 on the basis of forged and fabricated unregistered (Khanghi) Wills dated 25.10.2007 and 10.07.1996 by A.C. 1st Grade Sahib, Maur vide its Order dated 30.12.2015 and likewise this, Order dated 13.02.1998 of Commissioner, Faridkot Division, Faridkot and Order dated 20.02.2019 of Financial Commissioner, Chandigarh passed against plaintiffs and defendant No.3, same are null and void upto the extent of rights of plaintiffs and defendant No.3 and the plaintiffs and defendant No.3 are not bound by the same and same are liable to be set aside and the Order and decision dated 28.10.1992 passed by A.C. 1st Grade, Rampura Phul and likewise this, Order and decision dated 26.04.1993 passed by Addl. Deputy Commissioner-cum-Collector, Bathinda in favour of Bhupinder Singh (Husband of plaintiff No.1 and father of defendant No.2) and defendant No.3 Sukhwinder Singh and the same are correct from every aspect and further prayer that the plaintiffs and defendant No.3 are fully entitled for correction of revenue record and to get enter their names in the revenue record as per their share i.e. equal share;”

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*“7. That now original vendors Kartar Singh and Mukhtiar Singh Sons of Ram Rakhi Son of Sucha Singh have been expired consecutively on 22.12.1996 and 29.11.2007 and Maghar Singh and Jang Singh Sons of Inder Singh, residents of Dhade also been expired on 27.02.2011 and 29.12.2007. **Deceased Maghar Singh and Jang Singh in connivance with each other and witnesses as well as writer under conspiracy prepared two Khanghi Wills alleging that got execute one Will dated 25.10.2007 from Mukhtiar Singh in favour of Gurmeet Kaur wife of Maghar Singh & likewise this, Jang Singh prepared second Khanghi Will dated 10.07.1996 which was executed from Kartar Singh in favour of Surjit Kaur wife of Jang Singh on 10.07.1996 rather Maghar Singh and Jang Singh Sons of Inder Singh were fully aware about the fact that Kartar Singh and Mukhtiar Singh Sons of Ram Rakhi have sold their share through Sale Deed dated 24.08.1992 to Bhupinder Singh i.e. husband of plaintiff No.1 and father of plaintiff No.2 and defendant Sukhwinder Singh i.e. defendant No.3 and these both Maghar Singh and Jang Singh were contesting cases with them. **Alleged both Wills are null*****



and void upto the extent of rights of plaintiffs and defendant No.3 and plaintiffs and defendant No.3 are not bound by the same and same are liable to be set aside. Copy of photostat of Khangri Wills dated 25.10.2007 and 10.07.1996 are attached with the plaint.

8. That now, defendants Nos.1 & 2 in connivance with revenue officials got sanctioned Mutations Nos.5405 & 5406 on the basis of alleged Khangri Wills whose reference duly been mentioned in Para No.7 of plaint and SDM Sahib, Maur Mandi approved mutations on the basis of Khangri Wills dated 25.10.2007 and 10.07.1996 vide Order dated 30.12.2015. These both mutations are against law and facts as per rights of plaintiffs and defendant No.3 Sukhwinder Singh and plaintiffs and defendant No.3 Sukhwinder Singh are not bound by the same and same are liable to be set aside. Photostat copy of Order dated 30.12.2015 which has been passed with regard to mutations, attached with plaint.”

5. Defendants no.1 and 12 filed written statement, copy of which has been annexed as Annexure P-2. In the said written statement, reliance had been placed upon the said two Wills and it was stated that the said two Wills had been duly executed and mutation had been correctly sanctioned. The relevant portion of the written statement on the said aspect is reproduced hereinbelow:-

“7. That para No.7 of plaint is correct upto the extent that Kartar Singh and Mukhtiar Singh Sons of Ram Rakhi have expired and remaining contents of this para of plaint is wrong & hence denied. It is submitted that Mukhtiar Singh during his lifetime executed one Khangri Will dated 25.10.2007 in favour of Gurmeet Kaur wife of Maghar Singh in the presence of witnesses correctly with regard to land situated at village Dhade. Above said Will dated 25.10.2007 came into existence on the basis of true & correct facts and as per law. As per this Will, Mukhtiar Singh had declared Gurmeet Kaur wife of Maghar Singh as owner of his entire estate situated at Village Dhade after his death due to happiness of her services. Mukhtiar Singh had expired on 29.11.2007.

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*After whose death, answering defendant Gurmeet Kaur inherited of Mukhtiar Singh's land situated at Dhade through inheritance Mutation No.5305. The above said Mutation of inheritance is true and correct and sanctioned accordance with law. **Likewise this, Kartar Singh Son of Ram Rakhi during his lifetime executed one Khangri Will dated 10.07.1996 in favour of defendant Surjit Kaur wife of Jang Singh in the presence of witnesses correctly with regard to land situated at Dhade. The above said Will dated 10.07.1996 came into existence in accordance with law and on the basis of true and correct facts. As per this Will, Kartar Singh had declared defendant Surjit Kaur wife of Jang Singh as owner of his entire estate/and situated at Dhade after his death due to happiness of her services. Mukhtiar Singh had expired on 22.12.1996.** After whose death, defendant Surjit Kaur inherited land situated at Dhade of Kartar Singh through inheritance Mutation No.5406. The above said mutation of inheritance has come into existence on the basis of true and correct facts and accordance with law.....Mukhtiar Singh and Kartar Singh were having full right to execute Will with regard to their entire estate/land situated at Dhade and defendant Gurmeet Kaur and Surjit Kaur are having full right to receive land inheritance of Mukhtiar Singh and Kartar Singh. The plaintiffs are fully bound by Wills and Mutations of inheritance duly mentioned in this para. Suit of plaintiffs liable to be dismissed.*

8. *That para No.8 of plaint is wrong and hence denied. It is further submitted that the Mutation of inheritance Nos.5405 & 5406 has been mentioned on the basis of true and correct facts. **SDM, Maur has correctly sanctioned the mutation of inheritance of deceased Mukhtiar Singh & deceased Kartar Singh on the basis of Wills dated 25.10.2007 and 10.07.1996 vide Order dated 30.12.2015.** Order dated 30.12.2015 has been passed on the basis of true and correct facts and in accordance with law and the plaintiffs and defendant No.3 are fully bound by the same and the plaintiffs have no right to get set aside the same."*

6. It would be relevant to note that the present petitioner is defendant no.12. Even defendant no.2 in her written statement, which has been annexed as Annexure P-3, had relied upon the said two Wills and



stated that the said two Wills had been duly executed. The trial Court vide order dated 12.03.2026 framed the following additional issue:-

“Accordingly, the following additional issue is hereby framed:

8(A) "Whether the Wills dated 25.10.2007 and 10.07.1996 are genuine documents and were executed in a sound disposing state of mind by testator? OPD."

7. It is a matter of settled law that all issues which arise for consideration are required to be framed by the Court. Order 14 Rule 5 CPC gives power to the Court to amend and strike out the issues at any time before passing a decree. Order 14 Rule 5 CPC is reproduced hereinbelow:-

*“[5. Power to amend and strike out issues.—(1) The Court **may at any time before passing a decree** amend the issues or frame additional issues on such terms as it thinks fit, and all such amendments or additional issues as may be necessary for determining the matters in controversy between the parties shall be so made or framed.*

(2) The Court may also, at any time before passing a decree, strike out any issues that appear to it to be wrongly framed or introduced.]”

8. In the present case, a perusal of the pleadings would show that the issue with respect to the Wills dated 25.10.2007 and 10.07.1996 was necessarily required to be framed. Even if the same was not framed at the initial stage, the Court has every power to frame the same before the passing of decree. From the perusal of the order dated 12.03.2026, it is apparent that the case was fixed for addressing arguments on the application under Section 151 CPC. At any rate, it is not disputed that no decree has been passed as of yet. The impugned order has thus rightly been passed.



Moreover, the delay in the proceedings would primarily prejudice the respondents no.1 and 2, who are the plaintiffs in the suit. At any rate, all material issues are required to be framed and decided for the proper and final adjudication of the case.

9. The Hon'ble Supreme Court in the case of "*Shalini Shyam Shetty and another Vs. Rajendra Shankar Patil*", reported as *(2010) 8 Supreme Court Cases 329*, had observed that the High Courts cannot, at the drop of a hat, in exercise of its power of superintendence under Article 227 of the Constitution, interfere with the orders of tribunals or courts inferior to it. Nor can it, in exercise of this power, act as a court of appeal over the orders of court or tribunal subordinate to it. It was also observed in the said judgment that a statutory amendment with respect to Section 115 of the Civil Procedure Code does not and cannot cut down the ambit of High Court's power under Article 227, but at the same time, it must be remembered that such statutory amendment does not correspondingly expand the High Court's jurisdiction of superintendence under Article 227. The power of interference under this Article is to be kept to the minimum to ensure that the wheel of justice does not come to a halt and the fountain of justice remains pure and unpolluted in order to maintain public confidence in the functioning of the tribunals and courts subordinate to the High Court. It was also observed that the power under Article 227 may be unfettered but its exercise is subject to high degree of judicial discipline.

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10. Keeping in view the above said facts and circumstances, the impugned order is in accordance with law and deserves to be upheld and is upheld and the present revision petition is dismissed.

(VIKAS BAHL)
JUDGE

April 09, 2026.
Davinder Kumar

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