



RSA-1336-2026(O&M)

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

(113)

RSA-1336-2026(O&M)

Reserved on : 09.04.2026

Pronounced on : 21.04.2026

Uploaded on : 23.04.2026

Harmander Singh

.....Appellant

Versus

Veerpal Kaur

.....Respondent

CORAM: HON'BLE MR. JUSTICE AMARINDER SINGH GREWAL

Present: Mr. Suresh Kumar, Advocate,
for the appellant.

AMARINDER SINGH GREWAL, J.

1. The plaintiff is the appellant before this court, challenging the judgment and decree dated 21.11.2023 passed by the learned trial court dismissing his suit for declaration and the judgment and decree dated 08.10.2025 passed by the learned First Appellate Court vide which the appeal preferred by him against the aforesaid judgment and decree passed by the learned trial court, has also been dismissed.

1.1 For the sake of convenience, the parties shall be referred to in terms of their status before the trial court.

2. Briefly stated, the facts of the case are that the plaintiff is the owner in possession of the suit property. Owing to financial necessity, the plaintiff approached one Ashok Kumar for the sale of his land. Ashok Kumar, acting on behalf of the plaintiff, negotiated with Yadwinder Singh,



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who is the husband of the defendant. Consequently, the sale consideration was settled at ₹19,00,000/-. Out of the said amount, a sum of ₹2,50,000/- was allegedly paid by Yadwinder Singh to the plaintiff through Ashok Kumar. Thereafter, a sale deed bearing No. 4328 dated 15.07.2016 was executed in favour of the defendant. However, it is the case of the plaintiff that the remaining sale consideration was never paid. The defendant and her husband allegedly assured that the balance amount would be paid after reaching home, but they failed to honour the said commitment. Despite repeated requests and approaches made by the plaintiff to both Ashok Kumar and the defendant, the balance sale consideration was not paid. It is further alleged that Ashok Kumar, in collusion with the defendant, got a false criminal case registered against the plaintiff and his mother. The plaintiff asserts that the aforementioned sale deed is the result of fraud and misrepresentation and is without lawful consideration. It is also contended that the actual market value of the suit property was in crores of rupees, whereas the sale deed reflects a meagre value of ₹8,19,000/-, thereby indicating that the transaction was merely a paper transaction without any real intent to transfer ownership. The plaintiff further maintains that he continues to be in possession of the suit property and that no possession was ever delivered to the defendant pursuant to the alleged sale deed. On these grounds, it is prayed that sale deed No. 4328 dated 15.07.2016 and the consequent mutation No. 4860 be declared null and void and liable to be set aside. It is also alleged that the defendant has been making attempts to forcibly dispossess the plaintiff, which were thwarted due to the



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intervention of respectable persons of the locality. Subsequently, the plaintiff instituted a suit for declaration.

3. Upon notice, the defendant appeared and filed his written statement contesting the suit, raising various preliminary objections. The plaintiff filed a replication denying the contents of the written statement and reiterating the averments made in the plaint.

4. On the basis of the pleadings of the parties, the following issues were framed:

1. Whether the plaintiff is entitled to declaration as prayed for?

OPP

2. Whether the plaintiff is entitled to permanent injunction as prayed for?OPP

3. Whether the suit of the plaintiff is not maintainable in the present form?OPD

4. Whether the plaintiff has no locus standi and no cause of action to file the present suit?OPD

5. Whether the plaintiff has not come to the court with clean hands?OPD

6. Whether the suit is bad for non-joinder and mis-joinder of parties?OPD

7. Relief.

5. The parties led evidence in support of their respective cases. After hearing learned counsel for the parties and on appreciation of the



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evidence on record, the learned Civil Judge (Junior Division), Bathinda dismissed the suit of the plaintiff vide judgment and decree dated 21.11.2023 by giving issue-wise findings. Aggrieved against the said judgment and decree, the plaintiff preferred an appeal before the learned Additional District Judge, Bathinda, who, vide judgment and decree dated 08.10.2025, dismissed the appeal and affirmed the findings recorded by the learned trial Court.

6. Still feeling dissatisfied, the plaintiff has knocked the door of this Court by way of filing a regular second appeal praying that the same be accepted, the impugned judgments and decrees passed by the Courts below be set aside and their suit be decreed.

7. Learned counsel for the appellant contended that the judgments and decrees passed by both the Courts below are contrary to the law as well as the facts available on record. It was argued that the learned Courts below have committed grave illegality and perversity in dismissing the suit, while completely ignoring the material evidence on record. It is submitted that from the testimonies of Ashok Kumar, Shanti Devi and Darshna Devi, it stands clearly established that the entire sale consideration was not paid; however, the said crucial aspect has been overlooked, resulting in dismissal of the suit. Learned counsel further contended that oral evidence is admissible in the facts and circumstances of the present case and the transaction between the parties was sham and merely a paper transaction. It is argued that the recital of payment of sale consideration in the sale deed is not conclusive proof and can be rebutted by cogent evidence. It is further submitted that certain discrepancies in the case of the



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defendant led to her failure to lead any evidence before the learned trial Court, and she was even proceeded against *ex parte* before the learned First Appellate Court. It was also argued that the dismissal of the suit merely on the ground that certain documents were marked and not formally exhibited is not a sustainable ground in law, as such documents, once brought on record, ought to have been considered for proper adjudication on merits. Learned counsel further submitted that the possession of the plaintiff over the suit land stands duly proved from the statements of PW-3 and PW-4, who deposed that the land had been given for cultivation (Theka) and that labour payments were being made by the plaintiff. It is further contended that the plaintiff had agreed to sell the land only due to financial necessity and that Yadwinder Singh had agreed to purchase the same in the name of his wife (the defendant) for a total sale consideration of ₹19,00,000/-. Acting through Ashok Kumar, the sale deed was executed in favour of the defendant, with an assurance that the balance sale consideration would be paid after reaching home. However, despite repeated requests, neither the defendant nor her husband paid the remaining amount, thereby rendering the transaction vitiated by fraud and misrepresentation and liable to be set aside. Lastly, it is contended that the documentary as well as oral evidence led by the appellant/plaintiff fully supports his case, but the learned Courts below have committed a grave error by failing to properly appreciate the same. Therefore, in the interest of justice, it is prayed that the present appeal be allowed, the impugned judgments and decrees be set aside, and the suit of the appellant/plaintiff be decreed.

8. I have heard learned counsel for the appellant at length and



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have carefully perused the judgments and decrees passed by both the Courts below along with the evidence available on record.

9. In the present case, the primary controversy in the appeal revolves around the validity of sale deed No. 4328 dated 15.07.2016 and the consequential mutation No. 4860. The case of the plaintiff is that Yadwinder Singh, on behalf of respondent–Veerpal Kaur, paid only a sum of ₹2,50,000/- towards the total sale consideration of ₹19,00,000/- in respect of the suit land measuring 10 kanals 5 marlas, as reflected in the jamabandi for the year 2012–13, and that the remaining amount was never paid despite an assurance that the same would be paid after reaching home. However, from a careful perusal of the record and the evidence led by the parties, it stands established that the agreement between the parties reflected a sale consideration of ₹8,19,000/-. In furtherance thereof, the sale deed bearing No. 4328 dated 15.07.2016 was duly executed, followed by the sanctioning of mutation No. 4860. The said sale deed contains a specific recital regarding receipt of the entire sale consideration, and the plaintiff has failed to produce any cogent and convincing evidence to substantiate his plea that the actual agreed consideration was ₹19,00,000/- or that only part payment was made.

10. The said contention raised on behalf of the appellant, to the effect that the entire sale consideration was not paid and that only ₹2,50,000/- was received by the plaintiff is not borne out from the record, however, a careful perusal of the record establishes before learned Courts, the registered sale deed specifically records that the full sale consideration of ₹8,19,000/- has been received, and the plaintiff has failed to produce any



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cogent and convincing evidence to establish that the actual agreed consideration was ₹19,00,000/- or that any balance amount remained unpaid. Mere oral assertions, even if supported by interested witnesses, are insufficient to dislodge the presumption attached to a duly executed registered document. The plea of the appellant that the transaction was sham and that oral evidence is admissible to contradict the recitals of the sale deed is also misconceived. Once the terms of a contract have been reduced into writing, oral evidence cannot be permitted to vary or contradict its contents except in exceptional circumstances, which have not been established in the present case. No reliable material has been produced to show that the transaction was a mere paper transaction.

11. Further, the argument that the defendant did not lead evidence before the trial Court or was proceeded against *ex parte* before the First Appellate Court does not advance the case of the plaintiff, as it is a settled principle that the plaintiff must succeed on the strength of his own case and cannot derive advantage from any weakness in the defence as well as the contention regarding documents being marked and not formally exhibited is also without merit.

12. It is very obvious fact that the plaintiff continues to be in possession of the suit land on the basis of statements of PW-3 and PW-4 has already been duly considered and rejected by both the Courts below upon proper appreciation of evidence, mere assertion of the appellant regarding cultivation (*Theka*) or payment of labour charges, does not establishes the lawful possession in the fact of a registered sale deed. Accordingly, this also contention regarding the possession of the suit



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property is sufficient cause to consider the regular second appeal of the appellants and all these things, the allegation of fraud and misrepresentation is vague and unsubstantiated. It is well settled principles of law that fraud must be specifically pleaded and strictly proved, which the plaintiff has failed to do in the present case.

13. There is yet another significant aspect of the matter which goes to the root of the case. It has come on record that the defendant had subsequently alienated the suit property in favour of one Sukhwant Singh. However, the plaintiff, despite being aware of the said subsequent transfer, failed to implead the said Sukhwant Singh as a party to the suit. A further careful perusal of the case file reveals that to protection the above ground, the appellant submitted that alienation in favour of one Sukhwant Singh has been executed during the pendency of the civil suit, however, respondent-Veerpal Kaur sold the land to Sukhwant Singh on 24.07.2017 i.e. before the filing of the suit by the plaintiff. It is a settled proposition of law that a subsequent purchaser, having acquired rights in the suit property, is a necessary and proper party for the effective and complete adjudication of the dispute. Any decree passed in his absence would be ineffective and non-binding upon him. The non-impleadment of such a necessary party renders the suit defective and liable to dismissal on the ground of non-joinder of necessary parties. Both the Courts below have rightly taken note of this material defect. Even otherwise, in the absence of the subsequent vendee, no effective decree for declaration or cancellation of the sale deed could have been passed.



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14. I find that the verdict given by the Courts below is based upon proper appreciation and correct interpretation of law. Both the Courts below had rejected the claim of the appellant/plaintiff. I do not see any reason to disagree with the Courts below and take a different view and further to interfere with the impugned judgments and decrees. Hence, the same judgments and decrees are upheld.

15. In view of the judgments passed by the *Hon'ble Supreme Court in Pankajakshi (Dead) through Legal Representatives and others vs. Chandrika and others (2016) 6 SCC 157, Randhir Kaur v. Prithvi Pal Singh and others (2019) 17 SCC 71 and Gurbachan Singh (dead) through LRs v. Gurcharan Singh (dead) through LRs and others*, questions of law are not required to be framed in second appeal before the Punjab and Haryana High Court whose jurisdiction is circumscribed by provisions of Section 41 of the Punjab Courts Act, 1918.

16. The appeal stands dismissed accordingly.

17. Since the main appeal stands dismissed, the miscellaneous application(s), if any, stand disposed of accordingly.

(AMARINDER SINGH GREWAL)
JUDGE

21.04.2026
Shubham

Whether speaking/reasoned:-	Yes/No
Whether Reportable:-	Yes/No