



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

104

**RSA-2071-2022 (O&M)
Date of decision:18.05.2026**

MASTAN SINGH

...APPELLANT

VERSUS

TRISHLA VERMA AND OTHER

...RESPONDENTS

CORAM: HON'BLE MR. JUSTICE PARMOD GOYAL

Present: Mr. Parminder Singh, Advocate
for appellant.

Mr. Abhinav Mahant, Asst. A.G., Haryana.

PARMOD GOYAL, J. (ORAL)

Present regular second appeal has been preferred by appellant-plaintiff being aggrieved by judgment and decree dated 04.05.2018 passed by learned Civil Judge (Junior Division), Indri, whereby his suit for declaration with consequential relief of mandatory and permanent injunction was dismissed and also by judgment and decree dated 18.04.2002 passed by learned Additional District Judge, Karnal, whereby first appeal preferred by appellant-plaintiff was also dismissed.

2. In his suit, appellant-plaintiff had claimed to be owner in possession of suit land described in paragraphs No.2(a) and 2(b) of the plaint. It was asserted that appellant-plaintiff got registered sale deed No.2078/1 dated 02.02.2010 in favour of defendant No.2 as regards to land, duly described in paragraph No.2(a) of plaint. It was further claimed that appellant-plaintiff had never executed sale deed of land mentioned in paragraph No.2(b) of plaint. It was also claimed that defendant No.2 by exercising undue influence and with connivance of deed writer got scribed

the sale deed of the suit land. Thereafter, the sale deed was registered on 02.02.2010 with Sub-Registrar, Indri and defendants No.7 and 8 carved out khewats No.39, 39/1 and 39/2 as per *Jamabandi* for the year 2014-2015 out of khewat No.38 as per *Jamabandi* for the year 2009-2010 and have duly recorded mutation No.452 illegally and wrongfully. Defendants No.7 and 8 had wrongly deleted the word '*Charand*' from khewat No.38 of the *jamabandi* for the year 2009-2010 and accordingly it was claimed that neither sale deed nor mutation is binding upon rights of appellant-plaintiff.

3. Defendants No.1 to 6 had contested the suit by taking number of preliminary objections as regards to maintainability etc. It was asserted that appellant-plaintiff himself admitted to have executed and registered the sale deed No.2078/1 dated 02.02.2010 in favour of defendant No.2 after receipt of due consideration. It was also asserted that after execution of sale deed, defendants were put in possession of suit land, sale deed was scribed by Shyam Singh, Deed Writer on the instructions of appellant-plaintiff alone, contents of sale deed were duly read over to appellant-plaintiff after scribing and it was only after understanding the contents of sale deed that appellant-plaintiff signed and got the same registered/attested from the Sub-Registrar, Indri. It was further asserted that mutation No.444 was entered and sanctioned on the basis of sale deed in favour of defendant No.2 and after execution and registration of sale deed, khewats No.39, 39/1 and 39/2 were carved out from khewat No.38. It was also claimed that defendants No.3 to 6 became owner in possession of land mentioned in khewat No.39/1 measuring 40 kanals 13 marlas and defendant No.1 became exclusive owner in possession of land in khewat No.39/2 measuring 36 kanals 16 marlas, as

per jamabandis for the year 2014-2015, in view of judgement and decree passed by learned Civil Judge (Junior Division), Karnal in Civil Suit No.349/2010 titled as Vipul Verma and Others Vs. Sumer Chand Mohan and Others. It was additionally asserted that allegations levelled by way of complaint moved by one Inderjit Singh son of of Manphool Singh regarding separation of *Khura* and other facts pertaining to *Charand*, were found to be wrong and false in the inquiry report dated 30.08.2016. Accordingly, dismissal of suit was prayed for.

4. Defendants No.7 and 8 also contested the suit by asserting that mutation No.452 has been incorporated in jamabandi in view of partition between the parties on the basis of judgment and decree passed by learned Civil Court and as such the status of *Charand* has been deleted. It was also asserted that vide sale deed No.2078/1 dated 02.02.2010, appellant-plaintiff had also sold his share of *Shamlat* land as such mutation No.444 has been rightly sanctioned in the name of defendant No.2. Defendants No.7 and 8 also prayed for dismissal of suit preferred by appellant-plaintiff.

5. From the pleadings of the parties, following issues were framed by learned Court of First Instance:-

- i. *Whether plaintiff is entitled to decree for declaration to the effect that the sale deed No.2078/1 dated 02.02.2010 qua the para No.2(b) of the plaint in favour of plaintiff is illegal, null and void and not binding upon the rights of the plaintiff? OPP*
- ii. *Whether suit is not maintainable in the present form? OPD*
- iii. *Whether the plaintiff has no locus standi and no cause of action to file the present suit? OPD*
- iv. *Whether the present suit is estopped from filing the*

present suit by own act and conduct? OPD

- v. *Whether the plaintiff has suppressed true and material facts and have not come with clean hand? OPD*
- vi. *Whether this Court has no territorial jurisdiction to entertain and try the present suit? OPD*
- vii. *Relief.*

6. Both the learned Courts below, after appreciating evidence led by appellant-plaintiff as well as by taking into consideration the evidence of defendants had concluded that appellant-plaintiff has failed to prove that sale deed dated 02.02.2010 executed by appellant-plaintiff was result of forgery or fabrication as asserted by him.

7. On consideration, I do not find any error with the conclusions drawn by learned Courts below in present appeal, as the concurrent findings of facts recorded by learned Courts below is based upon correct appreciation of evidence led by parties. Admittedly, in present case, appellant-plaintiff alone has appeared as PW-1 to assert that sale deed dated 02.02.2010 was result of fraud and misrepresentation. On the other hand, defendants have not only countered the self-serving assertions made by appellant-plaintiff but have also duly examined Numberdar as DW-3, who duly proved to have signed the registered sale deed and had duly identified the signatures of appellant-plaintiff on sale deed dated 02.02.2010 (Ex. D12). Similarly, DW5-Shyam Singh, Deed Writer had duly stated that sale deed (Ex.D12) was scribed by him on the asking of appellant-plaintiff in favour of defendants and same was read over to parties, thereafter entered at serial No.43 of his Register on 02.02.2010. DW5 also identified his signatures. DW7-Shyam Karan, *Halqa Patwari* had proved mutation No.444 on the

basis of sale deed and mutation No.452 on the basis of judgment and decree passed by Civil Court in favour of defendants.

8. On one hand, appellant-plaintiff is relying upon his own self-evidence to claim that sale deed was wrongly prepared and on the other hand, defendants by examining DW3-Numberdar as well as DW5-Deed Writer had duly proved that it was appellant-plaintiff who had signed the sale deed after understanding the same and got the same registered with the Office of Sub-Registrar, Indri. There are no reasons to conclude that DW5-Deed Writer had any reasons to connive with defendants as against appellant-plaintiff. No evidence has been placed on record to conclude the said allegation. Merely asserting that sale deed was result of forgery and fabrication by itself is not sufficient to prove forgery and fabrication. Cogent and reliable evidence was required on behalf of appellant-plaintiff, which is totally missing in present case.

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

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

(PARMOD GOYAL)
JUDGE

18.05.2026

Sunil Chander

<i>Whether speaking/reasoned</i>	:	<i>Yes/No</i>
<i>Whether reportable</i>	:	<i>Yes/No</i>