



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

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**RSA-1576-2026 (O&M)
Date of decision:27.04.2026**

SUKHRAJ SINGH

...APPELLANT

VERSUS

RANJIT KAUR AND OTHERS

...RESPONDENTS

CORAM: HON'BLE MR. JUSTICE PARMOD GOYAL

Present: Mr. Aayush Goyal, Advocate
for appellant.

PARMOD GOYAL, J. (ORAL)

Present regular second appeal has been preferred by appellant-defendant challenging judgment and decree dated 04.02.2025 passed by learned Civil Judge (Junior Division), Bathinda, whereby suit preferred by respondents-plaintiffs for possession by way of specific performance of an agreement of mortgage dated 19.05.2017 was partly decreed and respondents-plaintiffs were found entitled to recover earnest money of Rs.3,00,000/-along with 6% interest per annum and by judgment and decree dated 07.03.2026 passed by learned Additional District Judge, Bathinda, whereby first appeal preferred by appellant-defendant was dismissed.

2. In present case, it was the claim of respondents-plaintiffs that appellant-defendant being owner in possession of land measuring 8 kanals situated at Village Ganga, Tehsil and District Bathinda had mortgaged the said property with possession on 19.05.2017 in favour of Dharminster Singh, who happens to be predecessor-in-interest of the respondents-plaintiffs. It is asserted that total sum of Rs.3,00,000/- was paid by predecessor-in-interest of respondents-plaintiffs in presence of witnesses and possession was

delivered to Dharminder Singh. It was agreed that if the amount is not paid back within three years by appellant-defendant then Dharminder Singh shall have right to get mortgage deed executed and registered in his favour for which entire expenses shall be borne by Dharminder Singh. That appellant-defendant had executed agreement of mortgage with possession dated 19.05.2017 in favour of Dharminder Singh in presence of witnesses. It was also claimed that after executing agreement of mortgage, Dharminder Singh gave the property to appellant-defendant for cultivation on an annual contract of Rs.50,000/- and appellant-defendant continued to cultivate the said land and paid Rs.50,000/- per annum regularly to Dharminder Singh as *Theka* amount for the year 2017 to 2020. However, after passing of three years, amount was not returned and respondents-plaintiffs requested appellant-defendant to either deliver back possession of mortgaged land or pay mortgage amount of Rs.3,00,000/- but neither mortgaged land was returned nor mortgage amount was paid by appellant-defendant. Hence, suit was preferred by respondents-plaintiffs.

4. Appellant-defendant, in his written statement, had opposed the suit for specific performance of agreement dated 19.05.2017 being not maintainable. It was asserted that agreement dated 19.05.2017 being relied upon by respondents-plaintiffs is forged and fabricated document which was never executed by appellant-defendant. Appellant-defendant also denied receipt of mortgage amount of Rs.3,00,000/- from Dharminder Singh as earnest money for executing the agreement. Dismissal of suit was prayed for.

5. Following issues were framed from the pleadings of the parties:-

- “i. Whether the plaintiffs are entitled for possession of the property by way of specific performance of agreement dated 19.05.2017 as prayed for? OPP*
- ii. Whether the plaintiffs are entitled to the recovery of amount of Rs.3,00,000/- along with interest as prayed for? OPP*
- iii. Whether the plaintiffs are entitled for permanent injunction as prayed for? OPP*
- iv. Whether the present suit is not maintainable in the present form? OPD*
- v. Whether the agreement of mortgage dated 19.05.2017 is false and fabricated? OPD*
- vi. Whether the present suit is time barred? OPD*
- vii. Whether the plaintiff has no locus standi and cause of action to file the present suit? OPD*
- viii. Relief.”*

6. The learned Courts below have duly considered admissions made by appellant-defendant in his cross-examination regarding execution of mortgage agreement dated 19.05.2017. Learned Courts below have duly noticed the fact that stamp paper was admitted to have been purchased by appellant-defendant for the purpose of running a cloth business along with Dharminder Singh. Appellant-defendant also admitted that signatures on stamp papers i.e. mortgage agreement dated 19.05.2017 belongs to him though appellant-defendant explained the purchase of stamp duty and his signatures by saying that stamp papers was purchased for a business and his signatures were obtained under the influence of liquor. Once signatures have been admitted, the onus to prove that those signatures were obtained on blank stamp papers by force and forgery was upon appellant-defendant.

Admission of signatures and purchase of stamp duty by appellant-defendant in fact corroborates the evidence of respondents-plaintiffs who had duly proved the due execution of agreement by examining both the attesting witnesses of the agreement.

7. In present case, respondents-plaintiffs has not only succeeded in proving due execution of mortgage agreement dated 19.05.2017 but Courts below have also taken into consideration admission made by appellant-defendant while appearing as DW1. No evidence has been led by appellant-defendant to show that his signatures were taken under the influence of liquor or on account of forgery or fraud. The self-serving statement made by appellant-defendant that his signatures were taken under the influence of liquor does not inspire confidence and has been rightly rejected by both the Courts below. Therefore, both the Courts below had rightly concluded that though mortgage agreement dated 19.05.2017 was duly entered by appellant-defendant and he also received Rs.3,00,000/- at the time of execution of agreement but has not granted the relief of specific performance to respondents-plaintiffs on the ground that since khasra number of the suit property in the agreement was not mentioned, therefore in absence of proper identification of suit property, relief of specific performance cannot be granted.

8. I do not find any error in the concurrent finding of facts recorded by both the learned Courts below and same is based on proper appreciation of evidence. The finding of learned Courts below cannot be held to erroneous or perverse. No other question of fact or law has been raised in the present case.

9. In view of above, present regular second appeal is dismissed being without any merit.
10. Pending application(s), if any, stand disposed of.

(PARMOD GOYAL)
JUDGE

27.04.2026
Sunil Chander

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