**IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH****122****RSA-3230-2023 (O&M)****Date of decision: 01.04.2026****Gurdeep Singh @ Gurdip Singh****...Appellant(s)****Vs.****Jasvir Kaur and others****...Respondent(s)****CORAM: HON'BLE MS. JUSTICE NIDHI GUPTA**

Present:- Mr. Puneet Sharma, Advocate
for the appellant.

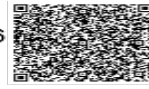
NIDHI GUPTA, J.**CM-11541-C-2023**

Prayer in this application filed under Section 151 CPC is for
condonation of delay of 2376 days in refiling the appeal.

2. The reasons cited by learned counsel for the
applicant/appellant in the abovesaid application for condonation of 2376
days delay in refiling the appeal are as under:-

*"2. That the appeal was filed on 14.10.2015 but the registry
raised some objections on 02.12.2015. The clerk collected the
same from the registry and the appellant was asked to make
good the deficit court fee as well as provide relevant record in
support of the case as the record was not complete. The
appellant failed to complete the missing documents or even
give any further instructions.*

*3. That the appellant could not be contacted despite repeated
endeavors made by the counsel and finally when the appellant
came with relevant documents in Oct, 2016 and the court fee,*



by that time the counsel had shifted his office premises and the brief of the present case was lost.”

3. The said reasons do not constitute sufficient cause to condone extraordinary and inordinate delay of 2376 days in refiling the present appeal. From the above, it would appear that the applicant/appellant was not serious in pursuing the appeal and therefore, he caused the delay in supplying relevant documents to the learned counsel.

4. It is cardinal principle of law that delay of each day has to be explained. In this regard, reference may be made to a recent judgment of the Hon'ble Supreme Court in **Civil Appeal No. 11794 of 2025** titled as **Shivamma (Dead) by LRs Vs. Karnataka Housing Board and others, 2025 INSC 1104 decided on 12.09.2025, Law Finder Doc Id # 2777666**, wherein it is held that each day's delay has to be explained in a mathematical manner which has not been done by the applicant-appellant. No cogent reason or plausible explanation has been furnished by the applicant for condonation of such an inordinate and unexplained delay in filing the accompanying appeal. Moreover, condonation of such an inordinate delay would be tantamount to declaring the law of limitation obsolete/redundant, without any justification.

5. As such, no ground is made out for condoning inordinate delay of 2376 days. Present application accordingly stands **dismissed**.

RSA-3230-2023 (O&M)

Plaintiff is in Second Appeal against the concurrent judgments and decrees of the learned District Courts; whereby suit filed



by the appellant for possession by way of specific performance of an Agreement to Sell dated 27.5.2003, **and** for permanent injunction, has been dismissed by both the District Courts.

2. Brief facts of the case are that the plaintiff had filed a present suit with the pleading that Resham Singh deceased husband of defendant No.1 was owner in possession of suit land as described in the plaint. It was averred that vide Agreement to Sell dated 27.05.2003, Resham Singh had agreed to sell the suit property to the plaintiff for a sum of Rs.9 lacs. Resham Singh had received an amount of Rs.7 lacs by way of earnest money. Target date for execution of Sale Deed was set for 08.04.2005. It was alleged that possession of suit property had been delivered by Resham Singh to the plaintiff. Resham Singh had expired on 29.02.2005 leaving behind his wife defendant No.1. Although Resham Singh and his wife had been residing in America, plaintiff had contacted defendant No.1 in America. It was alleged that defendant No.1 had assured the plaintiff that she will visit India in April 2005 to execute the Sale Deed in his favour. Plaintiff had enquired from Halqa Patwari to obtain the latest Jamabandi, which was obtained on 30.03.2005 for the year 1999-2000 and it was revealed that vide Mutation No. 1591, suit land had been alienated by Resham Singh in favour of defendant No.2 vide Sale Deed dated 12.05.2004. It was alleged that Sale Deed dated 12.05.2004 is a forged, fabricated and without consideration and, therefore, it does not affect the rights of the plaintiff. Plaintiff had approached defendants No.2 and 3 for getting Sale Deed executed in his favour but they refused to do so. Plaintiff

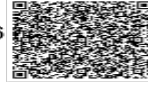


had also got registered an FIR No. 162 dated 04.07.2005 against defendants No.2 and 3. Defendants No. 4 to 9, who had been paying rent to the plaintiff, stopped paying rent after 31.03.2005. Hence, present Suit was filed on 28.01.2006.

3. Upon appraisal of the pleadings and the evidence led by the parties, the learned Civil Judge (Senior Division), Kapurthala dismissed the suit of the plaintiff with costs vide judgment and decree dated 29.11.2012. The Civil Appeal filed by the plaintiff was also dismissed with costs by the learned Additional District Judge, Kapurthala vide judgment and decree dated 27.02.2015. Hence, present second appeal by plaintiff.

4. It is *inter alia* submitted by learned counsel for the appellant that the learned District Courts were in error in non-suiting the appellant as they failed to appreciate that the appellant has duly proved his case on merits and proved the agreement to sell dated 27.05.2003 (Ex.P-1) by duly examining Kuldeep Singh, Stamp Vendor as PW-1; Amar Singh, marginal witnesses as PW-2; Gurdeep Singh- appellant as PW3; and Charanjit Singh, Junior Assistant, Commissioner Officer as PW-4. However, both the Ld. Courts below without appreciating the evidence lead by the appellant ignored the actual facts while holding that nothing material comes out in support of appellant during cross-examination of the plaintiff witnesses and dismissed the suit which is against the settled law.

5. Learned counsel for the appellant further submits that both the District Courts passed the impugned judgments based on surmises and conjectures without applying a judicious mind, as is evident from the



fact that the main contesting party i.e. respondent no.1, the only L.R. of Late Sh.Resham Singh did not contest the suit and was proceeded Ex-Parte. Therefore, the case of the appellant remained unrebutted by the main contesting party. The respondent No.2 is only the subsequent purchaser while respondent no.3 is impleaded as a party because he transferred the property under lis in favour of respondent no.2 on the basis of alleged power of attorney executed in his favour by late Sh. Resham Singh. Even the said power of attorney (Ex.D-1) has not been proved on record as it does not bear the stamp of Commissioner Office, Jalandhar as is testified by PW-4 Charanjit Singh, Junior Assistant Commissioner Office, Jalandhar. So once the respondents have failed to prove the main document upon which they are relying, they are not entitled to any relief whatsoever claimed by them as a subsequent seller/purchaser of the property.

6. It is further submitted that defendants No. 2 and 3 had taken contradictory stand, as on the one side, they refused to admit that defendant No. 1 was married to Resham Singh and on the other side, they conceded in the written statement that the marriage was only a paper marriage between deceased Resham Singh and defendant No.1 so as to help the defendant No.1 to settle abroad. It was contended that defendants No. 2 and 3 cannot be allowed to defeat the lawful right of the plaintiff.

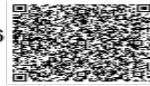
7. It is accordingly prayed that present Appeal be allowed; and the impugned judgments and decrees of the District Courts be set aside.



8. No other argument is raised by learned counsel for the appellant. I have heard ld. counsel and perused the case filed in detail. I find no merit in the submissions advanced on behalf of the appellant.

9. Perusal of the record of the case shows that to prove the Agreement to Sell dated 27.05.2003 Ex.P1, plaintiff had examined PW1 Kuldeep Singh, Stamp Vendor, who had testified that stamp paper was sold by him on 19.05.2003 in respect of which entry No. 1530 was made in his register, a photocopy of which was produced as Ex.P1. However the said entry was discarded by the learned District Courts on account of being suspicious in view of the fact that it was the case of the plaintiff that Resham Singh was usually residing in America and he was a resident of Khera Dona; whereas as per the said entry, Resham Singh was shown to be a resident of Gandhi Camp, Jalandhar. Even in the Agreement address of Resham Singh was mentioned as village Khera Dona. No explanation was furnished by the plaintiff or PW1 in this regard in respect of the discrepancy in the address of Resham Singh.

10. Furthermore, Plaintiff had also brought on record Marriage Certificate dated 14.05.2003 Ex.PA of Resham Singh in which his address is described as 6B, Guru Amar Dass Nagar, Jalandhar; whereas, in the entry no. 1530 dated 19.5.2003 address of Resham Singh is mentioned as Gandhi Camp, Jalandhar; and in Agreement to Sell dated 27.5.2003, address of Resham Singh is given as village Khera dona. Therefore, in the short 15 days, 3 different addresses of Resham Singh have been given,



which cast shadow of doubt on the authenticity/genuineness of the Agreement in question.

11. Further, no explanation was given as to why stamp paper was purchased on 19.05.2003; whereas the Agreement was scribed on 27.05.2003. Even further, stamps on the Agreement bore the date 31.03.2004, which also raised suspicion about the genuineness of the stamp papers. The aforesaid suspicious circumstances were not sufficiently or satisfactorily explained by the plaintiff, or Stamp Vendor PW1.

12. Furthermore, the Agreement to Sell did not bear the address of the alleged marginal witness PW2, namely, Amar Singh. Scribe of the Agreement was also not examined. Therefore, plaintiff was not able to properly prove the Agreement to Sell dated 27.05.2003 Ex.P1.

13. Even further, plaintiff had claimed that possession was delivered to him at the time of execution of Agreement to Sell. However, if that was so, then why plaintiff was seeking relief of possession by way of specific performance of Agreement.

14. Further, plaintiff had claimed name of wife of Resham Singh as Jasbir Kaur; whereas as per the copy of Passport of deceased Resham Singh brought on record by the plaintiff himself, the name of his spouse is mentioned as Kulwinder Kaur. As a result of all these factors it could not be believed that the said Agreement had been executed with the intention of sale and purchase between the parties.



15. Plaintiff had further alleged that Sale Deed dated 12.05.2004 executed by defendant No.3 in favour of defendant No.2, is based upon a forged Power of Attorney dated 28.04.2004. There are concurrent findings of fact that plaintiff had even failed to prove the aforesaid contention.

16. Furthermore, plaintiff was even unable to prove payment of earnest money of Rs.7 lacs. PW1 Kuldeep Singh, Stamp Vendor has stated in his evidence that sale price was settled at Rs.9 lacs out of which Rs.7 lacs was paid. However, mode of payment is not specified. Source of income is also not specified. The plaintiff while appearing as PW3 has stated that he had not withdrawn any money from his bank, and Rs.5 lacs were available to him from committee formed by him, and he had taken loan of Rs.2 lacs from Nirmal Singh, whose father's name, he did not know. However, even photocopy of the alleged loan, was not brought on record by the plaintiff nor the said Nirmal Singh was examined. Therefore, plaintiff was unable to prove his financial capacity; and/or payment of earnest money.

17. Plaintiff had further stated that Resham Singh had executed a Will in favour of one Kamal Dev. However, the said contention of the plaintiff also did not stand scrutiny as Resham Singh admittedly belonged to Jatt caste; whereas Kamal Dev belonged to Harijan Caste. Even Kamal Dev was not examined.



18. From the above facts and evidence on record, it is clear that plaintiff failed to prove legal and valid execution of the Agreement to Sell or the alleged payment of earnest money.
19. Even otherwise, present Second appeal is liable to be dismissed on the ground that this Court in Regular Second Appeal has limited jurisdiction to interfere in the concurrent findings of facts returned by the learned Courts below. The Hon’ble Supreme Court in ***M/s. Shivali Enterprises v. Godawari (Deceased) (SC): Law Finder Doc Id # 2034559*** has held that no matter howsoever incorrect or grossly erroneous the concurrent findings of the learned courts below may be, this Court in the Second Appeal can interfere in the concurrent findings only where there is an error in law or procedure. In the present case, no such error in law and procedure has been made out by learned counsel for the appellant.
20. Learned counsel for the appellant is unable to dispute or controvert the above said facts and findings.
21. In view of the above, no ground is made out to interfere in the concurrent judgments and decrees, and findings of fact of the learned Courts below. The present Regular Second Appeal is accordingly **dismissed** on merits, as well as on grounds of delay.
22. Pending applications, if any, stand disposed of.

01.04.2026

Divyanshi

(NIDHI GUPTA)
JUDGE

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