

2026:PHHC:050102



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

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**RSA-1891-2024 (O&M)
Date of decision :01.04.2026**

JOGENDER

... APPELLANT

VERSUS

DHARAMPAL

...RESPONDENT

CORAM: HON'BLE MR. JUSTICE PARMOD GOYAL

Present: Mr. Abhimanyu Singh, Advocate
for the appellant.

PARMOD GOYAL, J. (ORAL)

1. The present regular second appeal has been preferred by the unsuccessful appellant-plaintiff, who is aggrieved by the judgment and decree dated 16.08.2018 passed by the Civil Judge (Junior Division), Palwal, whereby his suit for possession by way of specific performance of contract was dismissed. The appellant-plaintiff is further aggrieved by the dismissal of his first appeal vide judgment and decree dated 29.04.2024 passed by the Additional District and Sessions Judge, Palwal.

2. The appellant-plaintiff, in his suit for possession by way of specific performance of contract, alleged that the respondent-defendant, being the owner in possession of agricultural land measuring 7 kanals 8 marlas, duly described in the plaint, had initially agreed to sell the said land for a total consideration of ₹3,00,000/- vide agreement to sell dated 03.07.2007. The

respondent-defendant had received the entire sale consideration of ₹3,00,000/- as full and final payment and had also handed over the possession of the suit land to the appellant-plaintiff. It was the case of the appellant-plaintiff that the respondent-defendant as per the terms of agreement to sell had agreed to execute the registered sale deed with respect of the suit land in the office of the Sub-Registrar, though no specific date was fixed for the same. Subsequently, the respondent-defendant became dishonest and refused to perform his part of the contract. The matter was thereafter renegotiated, and the appellant-plaintiff again agreed to purchase the land vide agreement dated 15.05.2013 for a total consideration of ₹15,00,000/-, out of which ₹14,00,000/- was paid as earnest money in the presence of witnesses. It was also agreed that possession would continue with the appellant-plaintiff and that, upon payment of the remaining ₹1,00,000/-, the appellant-plaintiff would be entitled to get the sale deed executed in his favour as and when he so desired. No last date for execution of the sale deed was fixed under the agreement to sell dated 15.05.2013. He further alleged that prior to filing of the suit, the respondent-defendant had forcibly taken over possession of the suit land on 09.05.2015. Accordingly, the appellant-plaintiff filed the suit on 29.04.2016 seeking specific performance of the agreements dated 03.07.2007 and 15.05.2013.

3. On notice, the respondent-defendant raised number of preliminary objections regarding the maintainability of the suit. On merits, due execution of the agreements and receipts, as pleaded by the appellant-plaintiff, was specifically denied. It was asserted that the respondent-defendant was in need of money and had borrowed a sum of ₹3,00,000/- from the appellant-plaintiff

in the year 2007 at prevailing bank interest rates. To secure the said loan, the appellant-plaintiff allegedly obtained the signatures/thumb impressions of the respondent-defendant on certain blank papers and also took his photographs. It was further asserted that the respondent-defendant had already repaid the amount of ₹3,00,000/- and had thereafter received only a legal notice dated 03.07.2010, which was stated to be illegal. That the matter was reported to the police regarding the alleged forged agreement to sell dated 03.07.2007. Further, before the police as well as various panchayats, it was agreed that the respondent-defendant would pay a sum of ₹1,40,000/- to the appellant-plaintiff as interest on the loan amount taken in the year 2007. It was alleged that even at that stage, his signatures were obtained on blank papers in lieu of security for the said amount of ₹1,40,000/-. The respondent-defendant asserted that the present suit for specific performance had been filed with mala fide and dishonest intention, and accordingly prayed for dismissal of the suit.

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

1. *Whether the agreement dated 03.7.2017 was executed between the plaintiff and the defendant is pleaded ? OPP*
- 1(a) *Whether agreement dated 15.5.2013 was executed between the plaintiff and defendant is pleaded? OPP*
(framed vide order dated 15.3.2018)
2. *Whether the plaintiff is ready and willing to perform his part of impugned agreement and defendant is not ready and willing to perform his part on the impugned agreement as pleaded? OPP*
3. *Whether the plaintiff is entitled to a decree for possession by way of specific performance as pleaded?*

4. *Whether the suit of the plaintiff is not maintainable in the present form? OPP*
5. *Whether the plaintiff has no cause of action and locus standi to file the present suit? OPD*
6. *Whether the plaintiff has not come with clean hands and suppressed true and material facts? OPD*
7. *Relief.”*

5. Both the parties led their respective evidence. On consideration of the evidence so adduced, both the Courts below have concurrently concluded that the agreements to sell relied upon by the appellant-plaintiff are surrounded by suspicious circumstances and cannot be accepted as having been validly executed by the respondent-defendant.

6. The Courts below have duly noticed that despite the fact that the entire sale consideration was allegedly paid under the agreement to sell dated 03.07.2007, no steps were taken by the appellant-plaintiff to get the sale deed executed in his favour. No justification or explanation has been furnished by the appellant-plaintiff as to why he did not seek specific performance of the agreement dated 03.07.2007 when the entire consideration amount had already been paid. Further, no explanation has been offered as to why a fresh agreement dated 15.05.2013 was entered into after a gap of about six years from the initial agreement dated 03.07.2007, without any reference to or adjustment of the earlier payment of ₹3,00,000/- in the subsequent agreement.

7. All these aspects have been duly considered by the Courts below while accepting the case set up by the respondent-defendant that the transaction between the parties was, in fact, a loan transaction of ₹3,00,000/-, and that the signatures/thumb impressions of the respondent-defendant were

obtained on blank papers as security, as pleaded by him.

8. The Courts below have also taken into consideration the claim of the appellant-plaintiff that possession was delivered to him at the time of execution of the agreement. However, as per his own case, he was dispossessed from the said land by the respondent-defendant on 09.05.2015. Even then, he did not take any prompt steps to seek specific performance of agreement to sell or possession of property and instead filed the present suit after a considerable delay. This conduct has also been taken into account by the Courts below.

9. In addition, it has been rightly noticed that by virtue of the amendments to the Registration Act, 1908, any agreement to sell involving part performance by delivery of possession is compulsorily registrable. However, neither the agreement to sell dated 03.07.2007 nor the agreement to sell dated 15.05.2013 was registered in accordance with law.

10. In view of the above, the Courts below have rightly held that the case set up by the appellant-plaintiff is not reliable, as the due execution of the agreements to sell dated 03.07.2007 and 15.05.2013 have not been proved. Since the appellant-plaintiff has failed to establish the execution of the agreements to sell, his claim must fail.

11. Learned counsel for the appellant-plaintiff has argued that the compromise effected before the police was duly admitted by the respondent-defendant while appearing as DW-2, and that the Courts below have wrongly rejected the said compromise on the ground that only a photocopy thereof was produced and that the police officer before whom the compromise was effected

was not examined.

12. Argument raised on behalf of the appellant-plaintiff is liable to be rejected. The onus to prove the due execution of the agreements to sell and receipts, as asserted by the appellant-plaintiff, was squarely upon him. It was incumbent upon the appellant-plaintiff to prove the alleged compromise before the police in accordance with law. Mere production of a photocopy of the compromise does not discharge the burden cast upon him. The appellant-plaintiff was required to prove the original document by examining the police officer before whom the compromise was allegedly effected, or by leading appropriate secondary evidence. However, no such steps were taken.

13. It is pertinent to note that the respondent-defendant has not denied the factum of compromise, but has specifically disputed its contents as alleged by the appellant-plaintiff. As per the case of the appellant-plaintiff and the photocopy of the compromise relied upon by him, the respondent-defendant had agreed to pay ₹14,00,000/- to execute the sale deed. In contrast, it is the case of the respondent-defendant that the compromise was only to the effect that he would repay ₹1,40,000/- towards interest on the loan amount of ₹3,00,000/-.

14. In such circumstances, when the contents of the compromise were specifically disputed, it was incumbent upon the appellant-plaintiff to prove the same in accordance with law. Having failed to do so, it cannot be held that the mere admission of a compromise would bind the respondent-defendant to the terms alleged by the appellant-plaintiff, particularly with regard to the sale of the suit property.

15. In view of above discussion, there is no merit in the present appeal, and the same is liable to be dismissed. No other question of fact or law has been raised by learned counsel for the appellant-plaintiff. Judgments and decrees by Courts below are affirmed being well reasoned and result of proper appreciation of evidence. Appeal is accordingly dismissed.

16. Pending miscellaneous application(s), if any, also stand(s) disposed of accordingly.

01.04.2026
manoj

(PARMOD GOYAL)
JUDGE

Whether speaking/reasoned
Whether reportable

Yes
Yes/No