



IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

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RSA-2123-2024(O&M)
Date of decision: 29.04.2026

Davinder Singh

...Appellant(s)

Vs.

Palwinder Singh

...Respondent(s)

CORAM: HON’BLE MS. JUSTICE NIDHI GUPTA

Present:- Mr. Jatinder Pal Singh, Advocate for
Mr. Tejbir Singh, Advocate
for the appellant.

NIDHI GUPTA, J.

CM-8619-C-2024

Prayer in this application filed under Section 151 CPC is for
condonation of delay of 9 days in refiling the accompanying appeal.

2. Heard.

3. For the reasons mentioned in the application which is duly
supported by affidavit of Id. counsel for the applicant/appellant, the same is
allowed and delay of 9 days in refiling the accompanying appeal is
condoned.

RSA-2123-2024 (O&M)

The defendant is in Second Appeal against the concurrent
judgments and decrees of the learned District Courts, whereby suit filed
by the respondent/plaintiff for possession as owner by way of specific



performance, has been decreed by both the District Courts for specific performance of Agreement to Sell dated 17.12.2015.

2. Brief facts of the case are that the plaintiff/respondent had filed Civil Suit *“for the possession as owner by way of Specific Performance of agreement of sale dated 17.12.2015 executed by the defendant on payment of Rs. 9,00,000/- (Rs. Nine Lac only), less Rs. 3,90,000/- (Rs. Three Lac ninety thousand rupees only) has already been paid as earnest money regarding land measuring (8K-0M) being 160/662 share of land measuring (33K-2M) bearing khasra no. 66M//6/2 (5-2), 15(8-0), 16/2 (2-0), 17 (8-0), 24 (8-0), 25/1(2-0) khewat No. 299 situated in the area of village Masita Tehsil Dharamkot District Moga according to Jamabandi for the year of 2009-10 and now khewat no. 304, as per jamabandi for the year 2014-15 with consequential relief of permanent injunction restraining the defendant from alienating the land in question by way of sale, mortgage, transfer, gift etc, till the final decision of this case; Or in the alternative suit for recovery of Rs. 7,80,000/- (Rs. Seven Lac Eighty Thousand Rupees only), that is, Rs. 3,90,000/- on account of earnest money + Rs. 3,90,000/- on account of damages + interest @ 18 PA; Or any other relief which this Hon'ble Court may deem fit and proper.”*

3. It was the pleaded case of the plaintiff that defendant is owner of the suit land. On 17.12.2015, defendant had entered into an Agreement to Sell with the plaintiff for sale of suit land total measuring 8K-0M @ Rs.9 lacs per acre and Rs.3,90,000/- was paid by way of earnest money. Target date for execution of Sale Deed was agreed to be



16.12.2016 after receiving balance sale consideration. Plaintiff and defendant had extended date of registration of Sale Deed to 16.12.2017 and executed Agreement cum Writing for the same. However, as 16.12.2017 and 17.12.2017 were holidays, plaintiff had again gone to office of Sub Registrar on 18.12.2017 but the defendant did not show up. Plaintiff had issued legal notice dated 19.12.2017 however, to no avail. Hence, present suit was filed on 10.08.2018.

4. Upon appraisal of the pleadings and the evidence led by the parties, the Id. Civil Judge (Junior Division-4), Moga had decreed the suit of the plaintiff vide judgment and decree dated 20.07.2023 as follows: -

“12 In view of my findings as above, all the issues are decided in favour of the plaintiff and against the defendant. The suit of the plaintiff succeeds and is decreed with costs for specific performance of agreement to sell Ex.P2. The defendant is directed to execute and get registered the sale deed in favour of plaintiff in terms of agreement dated 17.12.2015 on receipt of balance sale consideration within a period of two months, failing which, plaintiff shall be entitled to get the sale deed executed and registered through the agency of the Court. Further, the defendant is injuncted from selling the suit property to any person other than the plaintiff. File be consigned to record room after due compliance.”

5. The Civil Appeal filed by the defendant was dismissed by the learned District Judge, Moga vide judgment and decree dated 28.03.2024. Hence, the present second appeal by the defendant.



6. It is *inter alia* submitted by learned counsel for the appellant that learned District Courts were in error in non-suiting the appellant as they failed to appreciate that it was proven on record that the plaintiff had no intention to buy the suit property and the transaction between the parties was purely a financial one. It is submitted that this is evident from the fact that no explanation has been given by the plaintiff as to why he went to Dharamkot to purchase the stamp paper and scribe the documents there, especially when Sub Tehsil Kot Ise Khan is closer and has its own stamp vendor and Deed Writer. Plaintiff has also failed to explain as to how he had such a large sum of cash at his home when he owns only 4 to 5 acres of land.

7. Moreover, plaintiff has failed to prove Agreement in question as PW2 Rachpal Singh examined by the plaintiff has completely undermined the plaintiff's case by denying the contents of his own evidence Affidavit Ex.PW2/A. PW2 has also denied contents of the Agreement and further admitted during cross-examination that it was the plaintiff who had bought the stamp papers. PW2 has also stated that he did not know what was written in the Agreement; that he has signed documents only for money transaction; and that he did not know what was written in the agreement regarding any extension. Even PW4 has admitted that transaction between the parties was purely a financial transaction. Thus, plaintiff has failed to prove his own case.

8. Learned counsel for the appellant further submits that it is well-settled law that the plaintiff must stand on his own merits, and any



deficiencies in the defendant's case cannot serve as a ground for granting relief. However, in the present case, the plaintiff failed to establish the transaction of Rs. 3,90,000/-, except for the appellant-defendant's admission that he received only Rs. 3,00,000/-. There is no evidence on record from the plaintiff to prove that he handed over Rs. 3,90,000/- to the defendant at the time of the agreement to sell in question.

9. It is further submitted that the learned District Courts overlooked the fact that the defendant specifically claimed that he had signed blank documents in exchange for a loan of Rs. 3,00,000/-. It is contended that Section 17 of the Indian Contract Act, 1872, defines "fraud," and Section 19 provides that a contract induced by fraud is voidable at the option of the party defrauded. In the present case, Davinder Singh contends that the agreement was a result of coercion, and he was made to sign blank papers under the pretence of a loan, not a sale. The absence of a genuine intention to sell should render the agreement voidable.

10. Learned counsel for the appellant further submits that as explained above, the testimonies of the plaintiff's witnesses, particularly PW2 and PW4, were inconsistent and unreliable. The court failed to consider the contradictions in their statements regarding the execution of the alleged agreement, which should have raised doubts about the veracity of the plaintiff/respondent's claims.

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



12. No other argument is raised on behalf of learned counsel for the appellant. I have heard Id. counsel and perused the case file in detail. I find no merit in the submissions advanced on behalf of the appellant.

13. The plaintiff has succeeded in proving the Agreement to Sell dated 17.12.2015 by examining attesting witness PW2 Rachpal Singh, who has tendered his duly sworn Affidavit Ex.PW2/A in which he has deposed on same lines as in the plaint. PW2 has also identified his signature on the said Agreement as a marginal witness. PW2 has also identified himself, the plaintiff, the defendant, and other marginal witness in the photograph appended to the Agreement. Contentions of the appellant in respect of the alleged deficiencies or discrepancies in the evidence of PW2 are based on piecemeal reading of evidence on record and, therefore, no weightage can be given to the said argument.

14. Plaintiff has also examined PW3 Gurpreet Singh, Stamp Vendor, who had tendered into evidence certified copy Ex.P6 of the record maintained by him with regard to purchase of stamp paper by the defendant for purpose of execution of disputed agreement. It is to be noted that Register of the Stamp Vendor Ex.P6 also bears the signature of the appellant/defendant-Davinder Singh, which he has totally failed to explain. Contention of the appellant that as to why stamp papers were purchased in Dharamkot and not in Kot Ise Khan, are proven to be incorrect in the face of the above facts and evidence on record.

15. Plaintiff has also examined PW4 Document Writer, who had proved the certified copy of the record of his Register as Ex.P7 which



Register was duly maintained by him for the year 2015. As per evidence of PW4, he had scribed the disputed Agreement. The extract of Register of Scribe has been proved on file as Ex.P7 by PW4. PW4 has also proved that the Entry No. 326 in his Register Ex.P7 is qua the Agreement to Sell dated 17.2.2015. It is again to be noted that the said entry also bears the signature of the defendant; as well as witnesses of the Agreement; and the plaintiff. Nothing to the contrary has come out in cross-examination in respect of the said evidence qua execution of Agreement to Sell and passing of Rs.3,90,000/- as earnest money. When confronted with the aforesaid evidence, learned counsel for the appellant has failed to explain as to how his signatures came to be borne on the Register of the Stamp Vendor. Appellant has also failed to explain as to how his signatures came to be present in the Register of Deed Writer against Entry No. 326 qua execution of the present Agreement.

16. From the above, it is clear that Agreement in question stands proved without doubt.

17. What is more, defendant himself has stepped into witness box as DW1 and in his cross-examination, he has identified his signature on the disputed Agreement. Even further, he has also identified himself in the photograph appended to the Agreement. Thus, the Agreement stands proved beyond shadow of doubt not only from the evidence of the plaintiff, but also from the admissions of the appellant himself.

18. Plaintiff has also proved his presence in the office of Sub Registrar on 18.12.2017 by tendering his Affidavit of Attendance Ex.P4. In

any event, readiness and willingness of the plaintiff to perform the contract has not been questioned by the appellant.

19. Learned counsel for the appellant is unable to controvert or dispute the above said facts, findings, and evidence.

20. In view of the discussion above, no ground is made out to interfere in the impugned judgments and decrees of the learned District Courts below. The present Regular Second Appeal is hereby **dismissed**.

21. Pending applications, if any, stand disposed of.

29.04.2026

Divyanshi

(NIDHI GUPTA)
JUDGE

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