



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

RSA-2215-2025(O&M)
Date of decision: 10.03.2026

Padma Rani @ Padma Singhal

... Appellant

Versus

Ram Sewak (deceased) through his LRs

... Respondent

CORAM: HON'BLE MR. JUSTICE VIKRAM AGGARWAL

Present: Mr. Amit Jain, Senior Advocate, with
Mr. Aryaman Thakur, Advocate,
for the appellant.

Mr. Adarsh Jain, Senior Advocate, with
Ms. Amandeep Kaur, Advocate,
for the respondent(s).

VIKRAM AGGARWAL, J. (ORAL)

This is defendant's appeal against the judgment and decree dated 23.05.2025 passed by the Court of District Judge at Faridabad, dismissing the appeal against the judgment and decree dated 29.05.2024 passed by the Court of Civil Judge (Jr. Divn.), Faridabad, whereby the trial Court had decreed the suit filed by the plaintiff for possession by way of specific performance of the agreement to sell dated 06.01.2016.

2. For the sake of convenience and clarity, parties shall be referred to as per their original status.

3. The plaintiff (Ram Sewak) instituted a suit for possession by way of specific performance of agreement to sell dated 06.01.2016. The case of the plaintiff was that vide the said agreement, the defendant (Smt. Padma Rani) agreed to sell him land measuring 4 kanals 3 marlas (fully described in the plaint), situated within the revenue estate of Village Badarpur Sad,



Tehsil and District Faridabad (hereinafter referred to as '**the suit land**'). The total sale consideration was fixed at Rs.31,12,500/-. A sum of Rs.19,50,000/- is stated to have been paid as earnest money on the date of execution of the agreement to sell. Out of the said amount, Rs.4,50,000/- was paid by way of cheque dated 25.01.2016 and Rs.15,00,000/- was paid in cash. Receipts as regards the said amounts were duly executed. The agreement was also got registered with the Sub Registrar, Tigaon, on 06.01.2016 itself.

3.1 It was averred that as per the terms and conditions of the agreement to sell, the sale deed was to be executed on or before 06.06.2018. On 27.12.2016, out of the balance sale consideration of Rs.11,62,500/-, a further sum of Rs.11,00,000/- was received by the plaintiff. A receipt was duly executed in this regard. It was averred that the balance sale consideration of Rs.62,500/- had also been paid on 01.10.2017. However, the defendants started threatening to alienate the suit land, as a result of which a legal notice dated 19.11.2017 was issued by registered post on 20.11.2017. Since the defendant was not agreeing and was threatening to alienate the suit property, the suit for possession by way of specific performance was instituted even prior to 06.06.2018, which was the date fixed for execution of the sale deed.

3.2 It was averred that the plaintiff had always been ready and willing to perform his part of the contract but the defendant was not executing the sale deed.

4. The suit was opposed by the defendant. In the written statement, certain preliminary objections were raised. It was averred that



material facts had been twisted by the plaintiff. It was admitted that an agreement to sell had been executed between the parties on 06.01.2016, and before registering the same, a complete photocopy of the same was handed over to the defendant. However, a copy of the registered agreement to sell was not given to her. The case set up was that as per the agreement arrived between the parties, which was depicted in the copy given to her, the total sale consideration was Rs.95,00,000/- for a plot measuring 2500 sq. yards, out of which Rs.9,50,000/- had been paid as earnest money (Rs.4,50,000/- by way of cheque and Rs.5,00,000/- in cash). The target date was fixed as 06.06.2017 (as against 06.06.2018 claimed by the plaintiff). The balance sale consideration was Rs.85,50,500/-.

4.1 It was averred that the plaintiff, in collusion with the witnesses, changed the second page of the agreement to sell and incorporated the terms and conditions as mentioned in the plaint, whereas the terms and conditions were the ones mentioned in the written statement.

4.2 It was averred that the defendant had duly marked her presence before the Executive Magistrate, Tigaon on 07.06.2017, as it was a holiday on 06.06.2017, but the plaintiff did not appear on both dates.

4.3 It was averred that the cheque of Rs.4,50,000/- was cleared but the plaintiff did not pay Rs.5,00,000/- as mentioned in the agreement to sell.

4.4 It was also averred that as per the terms and conditions of the agreement to sell, the plaintiff had been given possession of the suit land and, therefore, under the circumstances, there was no occasion for the plaintiff to file a suit for possession.



4.5 It was further averred that the agreement to sell being relied upon by the plaintiff and the receipt etc. were all forged and fabricated documents. Other preliminary objections as regards maintainability, cause of action, *locus standi* etc. were also raised.

4.6 On merits, a similar stand was taken.

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

- “1. Whether the plaintiff is entitled for decree of possession by way of specific performance and after execution of sale deed as prayed for? OPP**
- 2. Whether the suit of the plaintiff is not maintainable in the present form? OPD**
- 3. Whether the plaintiff has concealed the material facts and not come to the court with clean hands? OPD**
- 4. Whether the plaintiffs have no locus standi and no cause of action to file the present suit? OPD**
- 5. Relief.”**

6. Parties led their respective evidence.

7. The trial Court decreed the suit vide judgment and decree dated 29.05.2024, and the appeal preferred by the defendant against the said judgment was also dismissed vide judgment and decree dated 23.05.2025, leading to the filing of the instant appeal.

8. I have heard learned Senior counsel representing the appellant. Though no notice of motion was issued, Mr. Adarsh Jain, learned Senior Advocate, is present on behalf of the respondent.



9. Learned Senior counsel for the appellant has strenuously urged that both Courts have gravely erred in decreeing the suit filed by the plaintiff. Learned Senior counsel has referred to the agreement to sell (Ex.D1) and the other agreement, which was in possession of the defendant (Mark D1), as also the receipts in both agreements, in detail. It has been argued that when Rs.19,50,000/- had been, as per the plaintiff, paid on the date when the agreement to sell had been executed, there was no occasion to fix a date for execution of the sale deed for 06.06.2018, i.e. more than two years after the execution of the agreement to sell.

9.1 Learned Senior counsel has further submitted that the plaintiff could not prove that he had the capacity to pay such a huge amount in cash. Learned Senior counsel has referred to the oral and documentary evidence led on the record of the case, in this regard.

9.2 Learned Senior counsel has also referred to the cross-examination of the attesting witnesses and has submitted that they completely faltered in the cross-examination.

9.3 Learned Senior counsel has argued that both sides examined experts and it had come in the evidence of the experts examined by the defendant that the signatures and thumb impression on page 2 of the agreement to sell being relied upon by the plaintiff as also on the receipts were not that of the defendant.

9.4 Learned Senior counsel has argued that even a legal notice was issued by the defendant calling upon the plaintiff to execute the agreement to sell, little knowing that the agreement to sell had been fabricated by the plaintiff.



9.5 Learned Senior counsel has argued that the agreement to sell shows that no amount had been paid before the Sub Registrar, whereas, even as per the agreement (Ex.P1), it had been agreed that Rs.15,00,000/- would be paid in front of the Sub Registrar.

9.6 Learned Senior counsel has argued that the defendant is an illiterate lady and has been taken for a ride by the plaintiff.

10. Though notice of motion had not been issued, since Mr. Adarsh Jain, learned Senior counsel is present. The Court, with a view to arrive at a just decision, permitted learned Senior counsel to argue briefly.

10.1 Learned Senior counsel has submitted that the case of the defendant is totally false because it was the specific stand in the written statement that a photocopy of the agreement to sell had been given to her before registration, but no copy was given after registration, whereas the copy produced by the defendant as Mark D1 shows that all pages were that of the registered document and only page 2 was different. Learned Senior counsel submits that this itself would show that it is the defendant who has manipulated page 2 and has, in fact, inserted some other page No.2 in the agreement with a view to defeat the rights of the plaintiff.

11. I have considered the submissions made by learned Senior counsel for the parties.

12. The execution of the agreement to sell was duly proved. The Scribe Sh. N.K. Kaushik, Advocate and one of the attesting witnesses were duly examined. Even otherwise, the defendant had not denied the execution of the agreement to sell but had stated that the terms and conditions were



different. The case set up was that the plaintiff had fabricated page 2 of the agreement and the copy given to her had different terms and conditions.

13. Both courts found that the agreement to sell had duly been registered. The official from the office of the Sub Registrar also appeared in the witness-box and proved the agreement to sell. The defendant had gone to the office of the Sub Registrar when the agreement to sell was executed. Photographs of parties were clicked. Under the circumstances, for the defendant to say that some pages were manipulated cannot be accepted. There is a certain amount of genuineness attached to a registered document and if the stand of the defendant was to be believed, anyone and everyone would resile after executing a registered document.

14. Even otherwise, if one peruses Ex.P1 and Mark D1, it emerges that all pages except 2 in Mark D1 also bear the stamp of the Sub Registrar. The stand of the defendant that she was given a photocopy of the agreement to sell prior to registration, therefore, falls to the ground. If she had not been given a copy of the agreement to sell prior to registration of the same, a copy should not have had the stamps and signatures of the Sub Registrar. It appears that the defendant, after a change of heart, inserted a separately typed page 2 in the agreement to sell.

15. No doubt, experts were examined by both sides. The expert examined by the defendant said that the signatures and thumb impressions on page 2 of the agreement to sell and on the receipts were not that of the defendant, whereas the expert examined by the plaintiff deposed otherwise. It is not unknown that experts tend to give evidence in favour of the parties, which engaged them. Even otherwise, if one closely peruses the report given



by the expert appointed by the defendant, it emerges that the report is incomplete.

16. Certain other inconsistencies and contradictions were pointed out by learned Senior counsel in the statements of the witnesses produced by the plaintiff. Minor inconsistencies are never of any relevance and the statements are to be considered as a whole. The witnesses stated in so many words that the agreement to sell had been executed, and that both sides had appended their signatures and thumb impressions. Testimonies of the said witnesses inspire confidence in the mind of the Court. Both Courts, i.e. the Trial Court and the First Appellate Court, also placed complete reliance upon the said statements.

17. As regards issuance of a legal notice by the defendant, it appears that the said notice was issued to make out a case about the total sale consideration and other terms and conditions.

18. Both Courts examined the matter from the correct perspective and returned concurrent findings of facts. Even the receipts (Ex.P2 and Ex.P3) were duly proved in accordance with law. Any oral evidence contrary to the document Ex.P1 (agreement to sell) and receipts (Ex.P2 & Ex.P3) would carry no weight and would be of no relevance.

19. As regards the suit having been filed before the date fixed, the same would not make any difference. It is well settled that even if a suit is filed prior to the date fixed it is maintainable. Reference in this regard is made to a decision rendered by the Hon'ble Apex Court in **M/s Virgo Industries (Eng.) P. Ltd. v. M/s Venturetech Solutions P. Ltd., 2012(4)**

RCR (Civil) 372.



20. Even otherwise, the plaintiff duly proved that the defendant was threatening to alienate the suit land, as a result of which the suit for possession by way of specific performance was filed.

21. The argument that there was a recital in the sale deed that the possession has already been delivered and, therefore, there was occasion for the plaintiff to file a suit for possession, is devoid of merit. It is well known that such recitals are often inserted in sale deeds, whereas actually possession is not delivered. Under the circumstances, such a recital would not come to the aid of the defendant.

22. Viewed from any angle, the decisions under challenge do not suffer from any illegality, warranting interference of second appeal.

23. That being so, the instant appeal is found to be bereft of merit and is accordingly dismissed.

24. In **The Correspondence RBANMS Educational Institution v. B. Gunashekhar and another**", 2025 AIR SC 2065, the Hon'ble Apex Court has issued the following directions:-

"18.1 xxx xxx xxx xxx

A) Whenever, a suit is filed with a claim that Rs. 2,00,000/- and above is paid by cash towards any transaction, the courts must intimate the same to the jurisdictional Income Tax Department to verify the transaction and the violation of Section 269ST of the Income Tax Act, if any,

(B) Whenever, any such information is received either from the court or otherwise, the Jurisdictional Income Tax authority shall take appropriate steps by following the due process in law,

(C) Whenever, a sum of Rs. 2,00,000/- and above is claimed to be paid by cash towards consideration for conveyance of any immovable property in a document presented for registration, the jurisdictional Sub-Registrar shall intimate the same to the



jurisdictional Income Tax Authority who shall follow the due process in law before taking any action,

(D) Whenever, it comes to the knowledge of any Income Tax Authority that a sum of Rs. 2,00,000/- or above has been paid by way of consideration in any transaction relating to any immovable property from any other source or during the course of search or assessment proceedings, the failure of the registering authority shall be brought to the knowledge of the Chief Secretary of the State/UT for initiating appropriate disciplinary action against such officer who failed to intimate the transactions.”

25. It is, therefore, clear that whenever a suit is filed with a claim of Rs.2,00,000/- or more, paid in cash, Courts must intimate the same to the jurisdictional Income Tax Department to verify the transactions and any violation of Sections 269ST and 271DA of the Income Tax Act, 1961. The stage of the suit would not be relevant.

26. Keeping in view the totality of the facts and circumstances, the matter is referred to the jurisdictional Income Tax Authorities regarding the claim of payment of the amounts in cash, in accordance with law.

27. Pending application(s), if any, also stands disposed of.

(VIKRAM AGGARWAL)
JUDGE

March 10, 2026
Rajan

Whether speaking / reasoned:	Yes
Whether Reportable:	Yes