

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

**Reserved on 11th of February, 2026
Pronounced on 11th of May, 2026
Uploaded on 11th of May, 2026**

Whether only operative part of the judgment is pronounced? **No**
Whether full judgment is pronounced? **Yes**

RSA No.2205 of 2015 (O&M)

Joginder Singh

....Appellant

Versus

Yash Pal

.....Respondent

CORAM: HON'BLE MR JUSTICE PANKAJ JAIN

Present: Mr. H.S. Chadha, Advocate
for the appellant.

Mr. Ashutosh Kaushik, Advocate (through V.C.)
for the respondent.

PANKAJ JAIN, J.

CM No.5747-C of 2015

This is an application filed under Section 151 CPC seeking
condonation of delay of 315 days in re-filing the present appeal.

For the reasons recorded in the application, this Court is
satisfied that the applicant/appellant has made out a sufficient cause for
condonation of delay. Consequently, the present application is allowed.

The delay of 315 days in re-filing the present appeal, is hereby
condoned.

CM No.5746-C of 2015

This is an application filed under Section 5 of the Limitation Act seeking condonation of delay of 71 days in filing the present appeal.

For the reasons recorded in the application, this Court is satisfied that the applicant/appellant has made out a sufficient cause for condonation of delay. Consequently, the present application is allowed.

The delay of 71 days in filing the present appeal, is hereby condoned.

CM No.5745-C of 2015

This is an application filed under Section 149 CPC seeking permission for making good the deficiency in the Court Fee.

In view of the fact that the applicant/appellant has made deficiency in the Court Fee good, the application has been rendered infructuous. The delay in furnishing Court Fee is ordered to be condoned.

Application stands disposed off.

RSA No.2205 of 2015

Defendant is in second appeal.

2. For convenience and to avoid confusion, the parties hereinafter are referred to as by their original position before the Court of the First Instance, i.e., the appellant as 'defendant' and the respondent as 'plaintiff'.

3. Plaintiff filed suit seeking decree of specific performance of agreement to sell dated 21.10.2004.

3.2. As per the plaintiff, defendant agreed to sell land measuring 4 Kanal 17 Marlas in his favour for a total sale consideration of ₹4,85,000/-

i.e., @ ₹8,00,000/- per acre vide agreement to sell dated 21.10.2004. On the date when agreement to sell was executed, plaintiff paid earnest money of ₹3,00,000/-. Remaining amount was to be paid at the time of execution of the sale deed. The parties agreed to get the same registered on or before 25.04.2005. Plaintiff claims that he remained present in the office of Sub Registrar on 25.04.2005 with the balance sale consideration. However, defendant failed to turn up. Legal notice dated 29.10.2005 was served upon defendant by way of registered A.D. Defendant having failed to respond to the same, plaintiff instituted present suit seeking decree of specific performance, on 12.06.2007. In the alternative, the plaintiff seeks a decree for recovery of ₹6,00,000/-, i.e., double the amount of earnest money along with interest @ 18% per annum from the date of execution of agreement to sell till the date of actual realization.

4. Suit was contested by the defendant.

4.1. Defendant denied execution of agreement to sell propounded by the plaintiff and receipt of earnest money. Defendant claims that the agreement to sell propounded by the plaintiff was a result of a fraudulent act. Defendant is an agriculturist and the plaintiff being an influential person has fraudulently prepared agreement to sell.

5. Suit filed by the plaintiff was put to trial by the Court of the First Instance, framing following Issues:

- “1. Whether the agreement to sell had arrived between the parties on dated 21.10.2004 as mentioned in para no.1 of the plaint at the rate of 18% per annum ? OPP.

2. Whether the plaintiff is entitled for specific performance of the contract vide agreement to sell dated 21.10.2004? OPP.
3. If issue no.1 is proved whether the plaintiff is entitled for relief of possession of the suit property mentioned in the agreement to sell dated 21.10.2004 as owner ? OPP.
4. Whether the plaintiff is also entitled for the relief of permanent injunction as prayed for? OPP.
5. Whether the suit of plaintiff is not maintainable in the present form? OPP.
6. Whether the plaintiff has concealed the real and true facts from this Court? OPD.
7. Whether the plaintiff has no cause of action to file the present suit? OPD.
8. Relief.”

6. Plaintiff examined Surinder Kumar, Deed Writer, to prove agreement to sell dated 21.10.2004 (Exhibit P-1). Two attesting witnesses namely Gulzar Singh and Satbir were examined as PW4 and PW5 respectively. Shamsheer Singh Malik, Handwriting & Fingerprints Expert appeared in the witness-box as PW6 and tendered his report, Exhibit PW6/A. Defendant while appearing in the witness-box, admitted his signatures over agreement to sell dated 21.10.2004. Answering Issues No.1 to 4, the Court of the First Instance held that the plaintiff proved execution of agreement to sell, Exhibit P-1. He proved his willingness vide affidavit Exhibit P-2. Legal notice, Exhibit P-5 also stands proved. The Court accordingly, decreed the suit filed by the plaintiff.

7. In appeal preferred by the defendant, the Lower Appellate Court affirmed the findings recorded by the Court of the First Instance and dismissed the appeal.

8. Ld. Counsel for the appellant has assailed the findings recorded by the Courts below. It has been contended that the execution of agreement to sell was not proved. Mere admission of signatures on a document does not prove that the document was executed. In support of his contention, he relies upon ratio of law laid down by Supreme Court in the case of **‘Veena Singh (Dead) through LR vs. District Registrar/Additional Collector (F/R) and another’, (2022) 7 SCC 1.**

8.1. It has been further contended that plaintiff has propounded agreement to sell dated 21.10.2004. Target date for execution and registration of sale deed was fixed to be 25.04.2005. As per the plaintiff, legal notice was served upon the defendant on 29.10.2005. The present suit was instituted on 12.06.2007. This proves that the plaintiff failed to prove continuous readiness and willingness as required under Section 16(c) of the Specific Relief Act, 1963. Thus, the plaintiff having failed to prove his continuous readiness and willingness, the Courts below erred in decreeing the suit filed by the plaintiff for the main relief of specific performance.

9. Per contra, counsel for the respondent submits that both the Courts below have returned a concurrent finding of fact. Defendant while appearing as DW1 admitted his signatures on the agreement to sell. Both the attesting witnesses along with scribe were examined by the plaintiff to prove the same. Defendant claimed that he was defrauded. He however, failed to prove the same. On the appointed date, the plaintiff remained present in the office of Sub Registrar. Legal notice was served upon the defendant. The Courts below thus rightly exercised their discretion in

decreeing the suit for the main relief. This Court in the second appeal should not interfere in the exercise of discretion by the Courts below which is based upon proper appreciation of evidence and pleadings.

10. I have heard counsel for the parties and have carefully gone through records of the case.

11. In the considered opinion of this Court, the two questions that arise for the consideration of this Court are:

- (i) *Whether the plaintiff successfully proved execution of agreement to sell, Exhibit P-1, or the same is an act of fraud as claimed by the defendant?; and*
- (ii) *Whether the plaintiff has been rightly granted the main relief of specific performance by the Courts below?*

12. Plaintiff in order to prove execution of agreement to sell examined scribe thereof as PW2. Surinder Kumar, Deed Writer while appearing as PW2 proved the preparation of the same. He also proved that the same was entered in his register at Sr. No.762 dated 21.10.2004. The two attesting witnesses namely Gulzar Singh and Satbir were examined. Both of them proved execution of agreement to sell and payment of earnest money by the plaintiff. Defendant claimed that the agreement to sell propounded by the plaintiff is a result of fraud, but failed to lead any evidence to prove the same. There is no quarrel with the legal proposition that mere admission of signatures on a document does not prove execution

thereof as reiterated by Supreme Court in *Veena Singh's* case (supra) but in the present case, there is overwhelming evidence on record which proves execution of the agreement to sell, Exhibit P-1.

12.1. Defendant claims that since he was selling his agricultural produce through plaintiff, he was duped by the plaintiff. However, it has come on record that the defendant is an educated person and is running his own business. Thus, the Courts below rightly discarded the plea taken by the defendant that he was duped by the plaintiff merely for the reason that he was selling his agricultural produce through the plaintiff.

12.2. In these circumstances, this Court finds no reason to interfere in the well reasoned findings recorded by the Courts below *qua* execution of agreement to sell and receipt of earnest money. Thus, the findings recorded by the Courts below on the Issue No.1 as culled out herein-above are accordingly affirmed.

13. Agreement to sell in the present case was executed on 21.10.2004. Out of total sale consideration of ₹4,85,000/-, plaintiff paid a sum of ₹3,00,000/- i.e., more than 60% of the total sale consideration. As per the agreement to sell, the parties agreed to get the sale deed executed on or before 25.04.2005. The plaintiff claims to have remained present before the Sub Registrar on the said date. This proves that the plaintiff was willing to get the sale deed executed on the appointed date. On 29.10.2005, legal notice was served at the behest of the plaintiff calling upon the defendant to appear before the Sub Registrar to execute the sale deed within 15 days from the receipt of the notice. Present suit was instituted on 12.06.2007.

13.1. The Issue w.r.t. late institution of suit and grant of main relief of specific performance was dealt in detail by this Court in **RSA No.3945 of 2023** titled as '**Renu Sharma vs. Satish Nagar and another**', decided on 28.01.2026, to observe as under:

“xxx xxx xxx

32. Defendants have also questioned conduct of the plaintiff referring to the delay in filing the suit seeking specific performance. As per the agreement to sell in question, parties agreed to get the sale deed executed on or before 15.12.2008. The plaintiff instituted suit for permanent injunction on 16.12.2008. In terms of legal notice served upon each other, parties agreed to get the sale deed executed on 05.01.2009/06.01.2009. The present suit was instituted by the plaintiff on 23.12.2010. Though the suit of the plaintiff is well within the prescribed period of limitation in terms of Article 54 of the Limitation Act, but the counsel representing defendants have urged this Court to hold that the delayed filing of the suit to be a reason enough to relief of specific performance to the plaintiff.

xxx xxxx xxxx

43. Till the issue is considered in an appropriate case, we can only reiterate what has been suggested in *K.S. Vidyanadam* [(1997) 3 SCC 1] :

- (i) The courts, while exercising discretion in suits for specific performance, should bear in mind that when the parties prescribe a time/period, for taking certain steps or for completion of the transaction, that must have some significance and therefore time/period prescribed cannot be ignored.
- (ii) The courts will apply greater scrutiny and strictness when considering whether the purchaser was “ready and willing” to perform his part of the contract.
- (iii) Every suit for specific performance need not be decreed merely because it is filed within the period of limitation by ignoring the time-limits stipulated in the agreement. The courts will also “frown” upon suits which are not filed immediately

after the breach/refusal. The fact that limitation is three years does not mean that a purchaser can wait for 1 or 2 years to file a suit and obtain specific performance. The three-year period is intended to assist the purchasers in special cases, as for example, where the major part of the consideration has been paid to the vendor and possession has been delivered in part-performance, where equity shifts in favour of the purchaser.”

36. In the considered opinion of this Court, though delayed filing of the suit is one of the considerations while decreeing the suit for specific performance, but the same cannot be the sole criteria. Plaintiff paid about half of the sale consideration to the defendant before the date of execution of the sale deed. She proved her financial capacity to perform her part on the agreed date on 06.01.2009. In view of above, this Court finds that delay in filing of the suit cannot held to be a reason adequate enough to deny the plaintiff main relief of decree of specific performance. Thus, finding on issue No.3 is also answered in favour of the plaintiff and against the defendant.

xxx

xxx

xxx”

13.2. Plaintiff stepped into the witness-box as PW1 and testified that he always remained ready and willing to perform his part. In cross-examination, not even a suggestion was put to him that he had no means to perform his part of the contract or that he was not ready to get the sale deed executed.

13.3. In view of aforesaid facts, this Court finds that both the Issues framed herein-above in Para 11, need to be answered in favour of the plaintiff.

14. Resultantly, finding no merit in the present appeal, the same is ordered to be dismissed.

15. Pending application, if any, shall also stand disposed off.

May 11, 2026

Dpr

(Pankaj Jain)

Judge

Whether speaking/reasoned

:

Yes/No

Whether reportable

:

Yes/No