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

RSA-2621-2022 (O&M)

Date of Decision : 04.02.2026

JAGTAR SINGH

.... Appellant

VERSUS

AMRIK SINGH

.... Respondent

CORAM : HON'BLE MRS. JUSTICE ALKA SARIN

Present : Mr. Aayush Gupta, Advocate for the appellant.

ALKA SARIN, J. (ORAL)

1. The present regular second appeal has been preferred by the plaintiff-appellant challenging the judgment and decree dated 28.09.2016 passed by the Trial Court and the judgment and decree dated 02.09.2022 passed by the First Appellate Court.

2. Brief facts relevant to the present *lis* are that the plaintiff-appellant herein filed the present suit for possession by way of specific performance of agreement to sell dated 14.12.2004. It was the stand taken in the plaint that the defendant-respondent was owner in possession of land measuring 8 Kanal 0 Marla situated at Raikot as fully described in the plaint. It was the case that the defendant-respondent had received full and final consideration in cash on 14.12.2004 i.e. ₹3,00,000 and he undertook to get the sale deed registered on or before 13.12.2006 i.e. after a period of two years. It was agreed that in case the defendant-respondent does not get the sale deed executed, the plaintiff-appellant would be at liberty to avail his remedies

through the process of law or recover damages. It was the case set up that the plaintiff-appellant was ready and willing to perform his part of the contract. It was further the stand taken that a legal notice was issued by the plaintiff-appellant on 11.08.2007 asking the defendant-respondent to come forward to execute the sale deed till 27.08.2007 however again the defendant-respondent did not show up. Hence, the present suit.

3. On notice the defendant-respondent appeared and filed his written statement raising various preliminary objections. On merits it was the stand taken that the plaintiff-appellant had filed the suit on the basis of a false and fabricated agreement which had been prepared with the help of marginal witnesses and scribe. It was further the case that value of the suit land was more than ₹8,00,000 per acre in the year 2004 so the question of selling the same at ₹3,00,000 did not arise.

4. Replication was filed. On the basis of the pleadings of the parties the following issues were framed :

1. Whether defendant executed an agreement to sell dated 14.12.2004 in favour of the plaintiff and received full and final payment from the plaintiff as earnest money ? OPP
2. Whether the plaintiff is ready and willing to perform his part of contract ? OPP
3. If issues no.1 and 2 are proved, whether the plaintiff is entitled to decree for possession of the suit land by way

of specific performance of agreement to sell dated 14.12.2004 ? OPP

4. Whether the plaintiff has got no locus-standi to file the present suit ? OPD

5. Whether the suit is not maintainable ? OPD

6. Whether the agreement in question is result of fraud and misrepresentation ? OPD

7. Relief.

5. The Trial Court vide judgment and decree dated 28.09.2016 dismissed the suit. Aggrieved by the same an appeal was preferred by the plaintiff-appellant which appeal was also dismissed by the First Appellate Court vide judgment and decree dated 02.09.2022. Hence, the present regular second appeal by the plaintiff-appellant.

6. Learned counsel for the plaintiff-appellant would contend that the plaintiff-appellant had examined a handwriting expert PW5 Dr. Vikram Raj Singh, to prove the genuineness of the agreement to sell and that no expert witness was examined by the defendant-respondent. It is further the contention of the learned counsel that the plaintiff-appellant had proved the agreement to sell by way of cogent evidence as the marginal witness had also been examined. Learned counsel would further contend that even a legal notice was sent to the defendant-respondent to come forward and execute the agreement to sell.

7. Heard.

8. In the present case the agreement to sell was denied by the defendant-respondent. The agreement to sell though alleged to have been executed on 14.12.2004 on payment of the entire sale consideration of ₹3,00,000 in cash, the target date strangely was kept for 13.12.2006. There is not an iota of evidence on record that on 13.12.2006 also the plaintiff-appellant went to the Tehsil office for registration of the sale deed. The legal notice alleged to have been sent by the plaintiff-appellant was on 11.08.2007. Further still, on a pointed query to the learned counsel for the plaintiff-appellant by the Court as to the evidence led by the plaintiff-appellant qua the payment of the sale consideration, learned counsel has candidly admitted that there is none. It is unbelievable that a person would enter into an agreement to sell and pay the entire amount in cash and then wait for two years for the execution of the sale deed. Even that is belied by the very fact that on 13.12.2006, which was the target date fixed at the time of the alleged agreement to sell dated 14.12.2004, the plaintiff-appellant did not come to the Tehsil office for registration of the sale deed. The legal notice, upon which much stress has been laid by the learned counsel for the plaintiff-appellant, was also issued only on 11.08.2007 i.e. after a gap of almost 10 months. The plaintiff-appellant not only failed to show the payment of consideration but also failed to show his readiness and willingness. In the absence of any evidence on the record, no fault can be found with the impugned judgments and decrees passed by both the Courts concerned.

9. In view of the above, I do not find any merit in the present regular second appeal. No question of law, much less any substantial question of law,

arises for determination in the present case. The appeal being devoid of any merit is accordingly dismissed. Pending applications, if any, also stand disposed off.

04.02.2026
Aman Jain

(ALKA SARIN)
JUDGE

NOTE: Whether speaking/non-speaking: Speaking
Whether reportable: Yes/No