



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

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Date of decision : 11.03.2026

1. RSA-2518-2017 (O&M)

Surjit Singh

..... Appellant

versus

Jagdev Singh

..... Respondent

2. RSA-2554-2017 (O&M)

Surjit Singh

..... Appellant

versus

Jagdev Singh

..... Respondent

CORAM : HON'BLE MR. JUSTICE PANKAJ JAIN

Present: Ms. Puja Chopra, Senior Advocate with
Ms. Palak, Advocate
for the appellant.

Mr. H.S. Oberoi, Advocate
for the respondent.

PANKAJ JAIN, J. (Oral)

1. These two appeals arise out of two different suits instituted by the rival parties.

2. Present appellant filed Civil Suit No.42 dated 04.02.2009 seeking decree of specific performance propounding agreement to sell dated 17.01.2008 in his favour by respondent Jagdev Singh.

3. Jagdev Singh filed Civil Suit bearing No.109 dated 09.12.2008 seeking decree of permanent injunction restraining appellant from alienating, transferring or mortgaging and forcibly dispossessing respondent from suit property on the strength of



agreement to sell. Both the suits were tried together.

4. Suit filed by the present appellant was dismissed. Suit preferred by the respondent was decreed by the Court of First Instance. The two separate appeals filed by the appellant before the Lower Appellate Court stands dismissed. Appellant has preferred these two appeals aggrieved of the judgment and decree passed by the Courts below in the two suits. It is an admitted fact between the parties that respondent agreed to sell suit land as detailed out in the headnote of the plaint in favour of the present appellant by way of agreement to sell dated 17.01.2008 for a total sale consideration of Rs.10 lakh.

5. As per the appellant, respondent received an amount of Rs.1 lakh in the presence of marginal witnesses namely, Amar Chand and Bachan Singh. It was agreed between the parties that the appellant shall pay an amount of Rs.4 lakh out of the remaining sale consideration to respondent on 25.05.2008 and the balance sale consideration would be paid on the agreed date of execution of registered sale deed, i.e. 15.11.2008.

6. According to the appellant, he paid the agreed amount of Rs. 4 lakh to the respondent as agreed on 25.05.2008. Writing to the said effect was scribed on the back leaf of written agreement to sell. 15.11.2008, i.e. the agreed date to get the sale deed executed was Saturday. The next day, i.e. 16.11.2008 was Sunday. The appellant approached respondent and requested him to come present before Sub-Registrar on 17.11.2008 to execute the sale deed. The appellant remained present on 17.11.2008 in the Office of Sub-Registrar the whole day. Respondent failed to appear. The appellant thereafter served



legal notice dated 20.12.2008 upon the respondent calling upon him to execute the sale deed in his favour. Appellant thus claimed that he always remained ready and willing to perform his part and is thus entitled for decree of specific performance. Respondent in his written statement though admitted execution of agreement to sell dated 17.01.2008 and receipt of earnest money of Rs.1 lakh. He however denied payment of Rs. 4 lakh by the appellant on 25.05.2008. Respondent thus claimed that plaintiff having failed to perform his part on 25.05.2008, cannot claim readiness and willingness and is thus not entitled for grant of main relief of specific performance.

7. In view of the fact that the execution of agreement to sell is not in dispute and the terms thereof also stand admitted, the only issue relates to payment of Rs.4 lakh to be made on 25.05.2008 by the appellant to the respondent and the consequential readiness and willingness of the appellant. It is also admitted fact between the parties that the present appellant moved an application before the police authorities Ex.P-3, wherein he claimed of having paid Rs. 6 lakh to the respondent. The respondent denied his signatures on the receipt. The document was examined by the police authorities from the Government Forensic Laboratory. The complaint made by the appellant before the police authorities was found to be false, as the signatures of the respondent on the receipt of Rs.4 lakh was found to be forged.

8. The Courts below concurrently found that the appellant has failed to explain the dichotomy between two different stands taken by him. On the one hand before the police authorities, he claimed of having paid Rs.6 lakh to the vendor-respondent, whereas in the present



complaint, he contended that he has paid Rs.5 lakh. Holding that the appellant has not approached the Court with clean hands, the Courts below dismissed the suit filed by the appellant declining him discretionary relief of specific performance.

9. Learned Senior counsel has assailed the findings recorded by the Courts below. She submits that along with the appeal, the appellant has preferred application under Order XLI Rule 27 to produce report of the Forensic Science Laboratory, Punjab dated 22.09.2009 and judgment passed against the respondent in Civil Suit No.168 dated 06.08.2010 decided on 01.03.2016. She contends that respondent-Jagdev Singh has a history of disputing his signatures. In a suit of recovery filed against him, he disputed his signatures. The stand taken by him was found to be incorrect and the suit was decreed.

10. Having heard learned senior counsel for the appellant, this Court finds that the issue pertinent to the adjudication of the present case, is regarding stand taken by the appellant.

11. Trite it is that the science of handwriting is not a perfect science. The findings recorded in criminal proceedings are not binding upon the Civil Court. Thus, the controversy in hand needs to be looked at, dehors the report submitted by forensic lab. The appellant was required to pay an amount of Rs.4 lakhs in addition to earnest money of Rs.1 lakh to the vendor-respondent on 25.05.2008 prior to execution of sale deed on 15.11.2008 as agreed. Plaintiff filed present suit claiming that he paid the amount of Rs.4 lakh to the vendor and thus claimed of having paid Rs.5 lakh prior to target date of 17.11.2008. In his complaint preferred before the police authorities Ex.P-3, he claimed of



having paid Rs.6 lakh to the vendor. While appearing in the witness box, he was confronted with the contents of complaint which he admitted to be corrected. Thus, the Courts below rightly held that the plaintiff having not approached the Court with clean hands, he is not entitled for discretionary relief of specific performance.

12. In view of above, this Court finds no reason to interfere in the well-reasoned findings recorded by the Courts below. Since no prayer for alternate relief has been made in the plaint, even decree of recovery cannot be granted to the appellant in terms of the mandate of Section 22 of Specific Relief Act 1963.

13. In view of above, the present appeals are ordered to be dismissed.

14. Since the main case has been decided, pending miscellaneous application, if any, shall also stands disposed off.

15. A photocopy of this order be placed on the file of other connected case.

(PANKAJ JAIN)
JUDGE

11.03.2026

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Whether speaking/reasoned : Yes

Whether Reportable : No