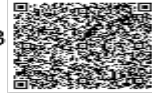
**IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH****221****RSA-3387-2025 (O&M)****Date of decision: 27.02.2026****Shimbhu Singh @ Shimbhu Singh Chauhan and others ...Appellant(s)****Vs.****Tejbir****...Respondent(s)****CORAM: HON'BLE MS. JUSTICE NIDHI GUPTA**

Present:- Mr. Ajay Jain, Advocate
for the appellants.

NIDHI GUPTA, J.

Present Second Appeal has been filed by the defendants against the concurrent judgments and decrees of the learned District Courts; whereby the suit filed by the plaintiff/respondent for specific performance of Agreement to Sell dated 04.02.2013, has been decreed by both the District Courts for specific performance.

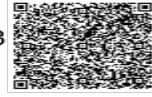
2. Brief facts of the case are that the defendants are owners in possession of the suit property measuring 8K 19M. Vide the Agreement to Sell dated 04.02.2013, the Appellants had agreed to sell the suit property to the plaintiff @ Rs.19 lacs per acre i.e. for total sale consideration of about Rs.22 lacs. It was pleaded in the plaint that the plaintiff had paid earnest money of ₹20 lakhs in cash which had been received by Shri Vijay Singh, on behalf of the appellants by way of earnest money. Target date for execution of Sale Deed was set for 04.05.2013 or within 10 days from the date of getting NOC from DTP by defendants. In case, the defendants



failed to get Sale Deed registered within the stipulated period, plaintiff was given right to get Sale Deed executed and registered by filing specific performance suit. It was averred in the suit that the plaintiff was always ready and willing to perform his part of the contract and had duly appeared before the Sub Registrar on 03.05.2013 and 06.05.2013 alongwith balance sale consideration and got his Affidavits of Attendance attested. However, the defendants had not turned up. Plaintiff had issued registered Legal notice dated 10.07.2014 to the defendants and their mother for execution and registration of Sale Deed. Plaintiff had gone to the office of Sub Registrar even on 23.07.2014 but the defendants did not turn up. With these pleadings, present suit was filed on 03.05.2016.

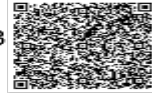
3. Upon appraisal of the pleadings and the evidence led by the parties, vide judgment and decree dated 14.05.2019 the learned Additional Civil Judge (Senior Division), Bawal had decreed the suit of the plaintiff *"to the effect that the defendants are directed to get the sale deed executed to the extent of 7/24 share i.e. 8 Kanal 19 Marlas (suit property) in favour of the plaintiff within the period of two months on the payment of the balance sale consideration by the plaintiff."* The Civil Appeal filed by the defendants was dismissed by the Additional District Judge, Rewari vide judgment and decree dated 14.08.2025. Hence, present second appeal by the defendants.

4. It is *inter alia* submitted by learned counsel for the appellants that the learned District Courts were in error in decreeing the suit of the plaintiff as they failed to appreciate that the Agreement to Sell dated



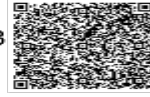
04.02.2013 propounded by the plaintiff is in itself surrounded by suspicious circumstances. It is submitted that in actual fact, the Agreement to Sell dated 04.02.2013 was in respect of land measuring 14K 5 Sarsai yet plaintiff has filed the present suit only in respect of 18K 9M. Moreover, defendants had categorically pleaded in the written statement that not even single amount was paid by the plaintiff at the time of alleged Agreement to Sell. This fact has not been appreciated by the learned District Courts. It is submitted that in fact the signature of Sanwat Singh, one of the vendors of Agreement to Sell, was forged and fabricated. In actual fact, the plaintiff has fabricated the Agreement to Sell without paying single penny to the defendants. Plaintiff has failed to prove execution of the alleged Agreement coupled with his readiness and willingness to perform the contract. Under Section 20 of the Specific Relief Act, grant of decree of specific performance is always discretionary. Such discretion has not been correctly exercised by the learned District Courts as the plaintiff has failed to demonstrate his readiness and willingness.

5. Learned counsel further submits that learned District Courts have failed to appreciate that besides the fact that the appellants are denying receipt of the said earnest amount, plaintiff has also failed to disclose the source of the said money. It is accordingly prayed that the present Appeal be allowed; and the impugned judgments and decrees of the learned District Courts be set aside.



6. No other argument is raised by learned counsel for the appellants. I have heard Id. counsel and perused the case filed in detail. I find no merit in the submissions advanced on behalf of the appellants.

7. The above contentions of the appellants regarding non-receipt of earnest amount of ₹20 lakhs, are liable to be outrightly rejected as, a perusal of the Agreement to Sell dated 04.02.2013 Ex.PW1/D shows that it has been mentioned in the document itself that an amount of Rs.20 lacs has been received by the executors of the Agreement by way of earnest money. Furthermore, all the defendants as well as their mother have duly appended their signatures on the last page of the Agreement agreeing to terms and conditions thereof; including receipt of earnest amount. Defendants No.1 to 3 as DW1, DW2 and DW3 respectively have admitted that the Agreement to Sell was signed by them. DW1 has admitted during cross-examination that on 04.02.2013 all defendants have executed Agreement to Sell Ex.PW1/D in favour of the plaintiff. DW1 has further admitted that he himself purchased stamp paper of the Agreement and that the same bears his signature and thumb impression. DW1 has further admitted that his brothers, mother and sisters have also marked their thumb impressions and signatures as sellers on the Agreement to Sell dated 04.02.2013. He has further stated that at the time of execution of Agreement to Sell, Vijay resident of Raghunathpura had received the earnest money from the plaintiff. DW1 has admitted that Agreement to Sell was kept with said Vijay; and although stipulated date

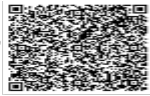


for execution was upto 04.05.2013; however, none of the defendants had gone to Tehsil on 03.05.2013 and 06.05.2013.

8. DW2 had filed identical Affidavit Ex.DW2/A to that of DW1. DW2 has admitted in his cross-examination that *"It is correct that defendants had executed Agreement to Sell dated 04.02.2013 Ex.PW1/D with the plaintiff Tejbir which bears his signature as seller."* Similar admission has been made by DW3 also in his cross-examination. Even otherwise, plaintiff has proved execution of the Agreement to Sell dated 04.02.2013 by examining attesting witnesses PW2 and PW3 both of whom had categorically deposed in their respective cross-examination that payment of earnest money was made in their presence.

9. Thus, from the above facts, it is irrevocably established on record that defendants had not only admitted execution of the Agreement to Sell dated 04.02.2013 Ex.PW1/D; but have also admitted receipt of payment of earnest money of Rs.20 lacs on their behalf to Vijay by the plaintiff. Needless to say, admission of the party is the best evidence.

10. The plea raised by the appellants regarding readiness and willingness of the plaintiff; first and foremost, the said plea is not available to the appellants as defendants have asserted that the Agreement in question is a fraudulent document. In any event, the said plea of readiness and willingness is not maintainable also on account of the fact that the plaintiff has duly presented his Affidavits of Attendance on 03.05.2013 Ex.PW1/E and 06.05.2013 as Ex.PW1/F. Plaintiff has also proved issuance of legal notice dated 10.07.2013 as Ex.PW4/A and postal receipt as



Ex.PW4/B. Plaintiff has further examined PW4 Manish Kumar, Advocate to prove the issuance of legal notice. Plaintiff has also got marked his presence before the Sub Registrar on 23.07.2014 by way of Affidavit of Attendance as Ex.PW1/G. Moreover, it has been admitted by the defendants themselves that they have not appeared before the Tehsil office. Besides the admission made by the defendants, more than 90% of the sale consideration already stood paid. As such, plaintiff had duly established his readiness and willingness to perform the contract.

11. Defendants have failed to prove that any fraud was committed upon them by the plaintiff by leading any evidence in this regard. It has also been admitted by them that no complaint regarding fraud has been filed by them, at any stage.

12. Learned counsel for the appellants is unable to dispute or controvert the above said facts and findings.

13. In view of the above, no ground is made out to interfere in the concurrent judgments and decrees of the learned District Courts. The present Regular Second Appeal is accordingly **dismissed**.

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

27.02.2026

Divyanshi

(NIDHI GUPTA)
JUDGE

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