

2026:PHHC:006156



IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

140 (1) RSA-2761-2024 (O&M)
Date of decision :12.01.2026

SHAIL DEVI AND ANR ... APPELLANTS

VERSUS

SMT. POONAM SINGH ...RESPONDENTS

(2) RSA-2762-2024 (O&M)

SHAIL DEVI AND ANR ... APPELLANTS

VERSUS

POONAM SINGH ...RESPONDENTS

(3) RSA-2764-2024 (O&M)

SHAIL DEVI ... APPELLANT

VERSUS

SMT POONAM SINGH AND ANR ...RESPONDENTS

CORAM: HON'BLE MR. JUSTICE PARMOD GOYAL

Present: Mr. Munish Behl, Advocate
for the appellants.

PARMOD GOYAL, J.

1. Three appeals bearing RSA-2761-2024, RSA-2762-2024 and RSA-2764-2024, filed by Shail Devi, along with Jang Bahadur (appellant in RSA-2761-2024 and RSA-2762-2024), are being decided by this common judgment, as identical questions of fact and law arises therein and the respondent, namely Poonam Singh, is common in all the three appeals.

2. Two civil suits were instituted by Poonam Singh—plaintiff against the appellants-defendants seeking possession of House No. FCA-1243-E, SGM Nagar, Faridabad. In addition thereto, one suit was filed by Shail Devi—appellant against Poonam Singh and Nakul Kumar—defendants seeking a declaration along with consequential relief of permanent injunction. The suits filed by Poonam Singh—plaintiff against Shail Devi and Jang Bahadur were decreed vide separate judgments and decrees dated 23.08.2023, passed by the learned Civil Judge (Junior Division), Faridabad. The suit preferred by Shail Devi—plaintiff was, however, dismissed vide judgment and decree dated 23.08.2023, passed by the same Court.

3. Aggrieved thereof, Shail Devi preferred three first appeals, which were dismissed vide common judgment and decree dated 14.10.2024, passed by the learned Additional District Judge, Faridabad. Still dissatisfied, Shail Devi along with Jang Bahadur have approached this Court by filing the present three regular second appeals.

4. Civil Suit No. 3508-2021, from which RSA No. 2761 of 2024 has arisen, was instituted by plaintiff Poonam Singh, wherein she asserted that she is the owner in possession of House No. FCA-1244E, Block-C, Gali No. 2, 33-ft. Road, SGM Nagar, Faridabad. The said house was purchased by her vide sale deed bearing No. 2941 dated 03.06.2016, executed by defendant No. 1 (Shail Devi) in her favour. At the time of execution of the sale deed, the plaintiff was duly put in possession of the property by defendant No. 1. One Dharmender Pandey was already a tenant under defendant No. 2 in respect of the second floor of the said house. After execution of the sale deed, Dharmender Pandey became a tenant under the plaintiff. Subsequently, a rent agreement dated 06.06.2018 was executed between the plaintiff and Dharmender Pandey, thereafter he started paying monthly rent of ₹4,500/- to plaintiff. After some time, he stopped paying

rent, which led to filing of an ejectment petition against him before the learned Rent Controller. However, in the month of June, 2021, Dharmender Pandey vacated the tenanted portion and illegally handed over possession of the second floor to the defendants. It was asserted that the possession of the defendants over the second floor is unauthorised, illegal and unlawful. In view of the illegal handing over of possession by Dharmender Pandey to the defendants, the plaintiff withdrew the ejectment petition on 29.11.2021 and consequently instituted the present suit for possession against the defendants.

5. Civil Suit No. 1598-2019, from which RSA No. 2762 of 2024 has arisen, was instituted by plaintiff Poonam Singh, claiming ownership of the above-noted house bearing No. FCA-1290A. It was asserted that after selling the house and handing over possession to the plaintiff, the defendants requested that they be inducted as tenants, as they were not able to find suitable alternative accommodation. Acceding to their request, the plaintiff inducted the defendants-appellants as tenants over the first floor of the house at a monthly rent of ₹3,500/- . Thereafter, defendant No. 2 Jang Bahadur executed a rent agreement dated 19.06.2018 in favour of the plaintiff, pursuant where to the rent was enhanced to ₹4,500/- per month. The plaintiff had already filed an ejectment petition against defendant No. 2, Jang Bahadur. It was further averred that the plaintiff had inducted one tenant, namely Abdesb Singh, on the ground floor of the said house at a monthly rent of ₹3,000/-. In January, 2019, the said tenant vacated the ground floor and handed over possession to the plaintiff. However, in the last week of January, 2019, the defendants allegedly took forcible possession of the ground floor. The plaintiff made a police complaint dated 15.02.2019, but no action was taken. It was, therefore, pleaded that the possession of the defendants over the ground floor is illegal, unauthorised and unlawful, and consequently, the suit for possession was instituted.

6. Civil Suit No. 4315/2018, from which RSA No. 2764 of 2024 has arisen, was instituted by appellant Shail Devi as plaintiff, seeking a declaration that the sale deed bearing No. 2941 dated 03.06.2016, executed in favour of Poonam Singh (defendant No. 1 therein), is null and void and not binding on her rights, title and interest. Consequential relief of permanent injunction was also sought. In her suit, appellant Shail Devi asserted that she is in possession of a residential house bearing No. E-1244, measuring 50 sq. yards out of a total area of 100 sq. yards, situated at Mauja Badkhal, Gali No. 2, SGM Nagar, Faridabad. It was her case that she had purchased the suit property from Mohan Singh son of Sh. Gopi Ram vide registered sale deed No. 13035 dated 17.11.2011 for a total sale consideration of ₹3,50,000/-. It was further pleaded that appellant along with her husband, shared cordial relations with the family of the respondent-Poonam Singh. In the year 2015, the plaintiff's husband, Jang Bahadur (also an appellant in two of the present appeals), allegedly obtained a loan of ₹4,00,000/- from the defendants through various cheques on interest at the rate of 2% per month. For security purposes and at the instance of defendant No. 2-Nakul (husband of Poonam Singh), the plaintiff executed a sale deed dated 03.06.2016 in favour of defendant Poonam Singh, with the assurance that on repayment of the loan amount along with interest, the sale deed would be cancelled. It was asserted that at the time of execution of the said sale deed, a false consideration of ₹6,50,000/- was shown. It was further averred that in January, 2018, the plaintiff along with her husband approached the defendants to repay the loan amount along with interest and sought cancellation of the sale deed; however, the defendants refused to do so. Thereafter, Poonam Singh and her husband allegedly advanced another loan of ₹3,00,000/- to the appellant/her husband through cheque on interest at the rate of 2% per annum. On these assertions, the plaintiff sought a declaration that the sale deed dated 03.06.2016 is null and void. It was pleaded that possession of

the property was never delivered to the defendants and that the plaintiff had never received the sale consideration. It was also contended that the house in question is a triple-storey building, whereas in the sale deed it has been described as comprising only one room, a kitchen and a toilet. It was further asserted that since the market value of the suit property was approximately ₹30,29,000/-, therefore, there was no occasion to transfer the same for a consideration of ₹6,50,000/-.

7. Appellant Shail Devi, along with her husband Jang Bahadur, adopted a similar stand while contesting the two suits filed by plaintiff Poonam Singh, reiterating that the sale deed dated 03.06.2016 was not intended to transfer ownership of the property but was executed merely as a security for the loan of ₹4,00,000/- obtained by Jang Bahadur.

8. On the other hand, the consistent stand of plaintiff-respondent Poonam Singh, in her both the suits as well as in the written statement filed in the suit instituted by appellant Shail Devi, was that she is the lawful owner of the suit property by virtue of the sale deed dated 03.06.2016, and that the appellants had forcibly taken possession of the ground floor and second floor, rendering them liable to be ejected.

9. Both the Courts, in the suits instituted by Poonam Singh as well as in the suit filed by Shail Devi, returned concurrent findings against the appellants. The first appeals preferred by the appellants were also dismissed.

10. In all the three suits, the common question of law is whether the sale deed dated 03.06.2016 is a valid and genuine document, or whether it is liable to be declared null and void, as claimed by the appellants, on the ground that it was executed merely as a security for the loan allegedly taken by appellant Shail Devi/ her husband.

11. Both the Courts have concurrently held in all the three suits that the suit property was validly purchased by plaintiff-respondent Poonam Singh for a

consideration of ₹6,50,000/-, and have disbelieved the case of the appellants that the said document was not a sale deed but was only a security document executed to secure a loan of ₹4,00,000/-.

12. From the pleadings of the parties, the following issues were framed in RSA-2761 of 2024:

- “1. *Whether the plaintiff is entitled for a decree of possession as prayed for? OPP*
2. *Whether the suit of the plaintiff is not maintainable in the present form? OPD*
3. *Whether the plaintiff has no cause of action to file the present suit? OPD.*
4. *Whether the suit of the plaintiff is barred under Order 2 Rule 2 CPC? OPD*
5. *Whether the plaintiff has concealed the true and material facts? OPD*
6. *Whether the plaintiff is estopped by his own act, conduct and acquiescence? OPD*
7. *Whether the plaintiff has not affixed the proper court fees? OPD*
8. *Relief.”*

13. From the pleadings of the parties, the following issues were framed in RSA-2762 of 2024:

- “1. *Whether the plaintiff is entitled for a decree of possession as prayed for? OPP*
2. *Whether the suit of the plaintiff is not maintainable in the present form? OPD*
3. *Whether the plaintiff has no cause of action and no locus standi to file the present suit? OPD.*
4. *Whether the suit of plaintiff is barred under Order 2 Rule 2 of CPC? OPD*
5. *Whether the plaintiff has not come to the court with clean hands? OPD*

6. *Relief.”*

14. From the pleadings of the parties, the following issues were framed in RSA-2764 of 2024:

- “1. Whether the plaintiff is entitled for a decree of declaration as prayed for? OPP*
- 2. Whether the plaintiff is entitled to decree of permanent injunction, as prayed for? OPP*
- 3. Whether the suit of the plaintiff is not maintainable in the present form? OPD*
- 4. Whether the plaintiff has no locus standi and no cause of action to file the present suit? OPD*
- 5. Whether the suit of the plaintiff is totally false and frivolous? OPD*
- 6. Whether the plaintiff has suppressed and concealed the true and material facts from the court? OPD*
- 7. Relief.”*

15. On consideration, I find that both the learned Courts below have duly appreciated the evidence led by the parties and have rightly returned concurrent findings of fact holding that the sale deed dated 03.06.2016 is a valid and genuine transaction, and that it is respondent Poonam Singh who is the lawful owner of the suit property. The plea of the appellants that the said sale deed was executed merely as a security document and that there was no intention to sell the property has rightly been rejected.

16. In the present case, the due execution of the sale deed dated 03.06.2016 is not disputed by the appellants. It is not their case that the sale deed was not executed by them; rather, their plea is that the said sale deed was executed merely as a security document in lieu of a loan of ₹4,00,000/- allegedly taken by appellant No. 2 Jang Bahadur from the husband of respondent Poonam Singh. The

appellants further claim that the sale consideration of ₹6,50,000/-, as mentioned in the sale deed, was never paid. It is, however, significant to note that apart from admitting the due execution of the sale deed, the appellants have also admitted receipt of ₹4,00,000/- from respondent Poonam Singh and her husband, though the same has been described by them as a loan. It is their own pleaded case that in January, 2018, they went to repay the loan amount along with interest and sought cancellation of the sale deed, which was refused by respondent Poonam Singh. Thereafter, they admittedly received a further sum of ₹3,00,000/- by cheque from the husband of respondent Poonam Singh. Thus, from their own pleadings, the appellants have admitted receipt of a total amount of ₹7,00,000/- from the respondent and her husband.

17. There is neither any pleading nor any evidence to suggest that the said amount was ever returned by the appellants. Except for bald oral assertions made by appellant and her husband while appearing as DW-1 and DW-2, no cogent or substantive evidence has been led to establish that the amounts received were advanced purely as loans. Such oral assertions remain unsupported by documentary or independent evidence. On the contrary, by proving Ex. D-2/ Ex. D-5 in Civil Suit No. 4315, the rent agreement dated 19.06.2018 executed by husband of appellant, the respondent Poonam Singh successfully established that the husband of the appellant, Jang Bahadur, was inducted as a tenant in the suit property. Had the appellants not sold the property, there was no occasion or justification for the execution of the rent agreement dated 19.06.2018 in favour of respondent Poonam Singh.

18. In view of the clear admissions regarding execution of the sale deed, receipt of amounts exceeding ₹7,00,000/-, and the documentary evidence adduced by the respondent, the Courts below have rightly concluded that the sale deed dated 03.06.2016 was a genuine transaction of sale and not a security document,

as alleged by the appellants. I find no infirmity or perversity in the concurrent findings of fact recorded by the Courts below.

19. No substantial question of law arises for consideration in the present appeals. The appeals are accordingly dismissed.

20. Pending miscellaneous application(s), if any, also stand(s) disposed of accordingly.

12.01.2026
manoj

(PARMOD GOYAL)
JUDGE

Whether speaking/reasoned	Yes
Whether reportable	Yes/No