

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH****132****RSA-3161-2024 (O&M)****Date of decision: 14.01.2026****Jagjit Singh and another****...Appellant(s)****Vs.****Inderjit Singh and another****...Respondent(s)****CORAM: HON'BLE MS. JUSTICE NIDHI GUPTA****Present:- Mr. P.S.Saini, Advocate for the appellants.*************NIDHI GUPTA, J.**

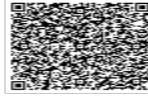
Plaintiffs are in Second Appeal against the concurrent judgments and decrees of the learned Court below; whereby suit filed by the appellants for declaration and permanent injunction, has been dismissed by both the Courts below.

2. The pleaded case of the appellants was that the plaintiffs are owners of land measuring 36K-11M. Out of the said land, plaintiffs had sold land measuring 3K-5M to one Yashpal; and were therefore left with 33K-6M. It was alleged that defendant/respondent No.1 had approached the plaintiffs and agreed to purchase the abovesaid land. Accordingly, an Agreement to Sell dated 18.04.2008 was entered into between the parties, as per which, said land would be sold by the plaintiffs to defendant no.1 @ Rs.2600/-sq.yards. It was admitted in the plaint that out of total sale consideration, the defendant no.1 had paid a sum of Rs.70.00



lakhs to the plaintiffs as earnest money. It was also agreed between the parties that the sale deeds in respect of land measuring 4 Kanals; 8K-0M; and 12K shall be executed on 30.04.2008, 30.10.2008 and 20.03.2009 respectively; and an amount of Rs. 15 lakhs each shall be adjusted in sale deeds dated 30.10.2008 and 20.03.2009. The last date for execution and registration of sale deed was fixed upto 17.09.2009. Accordingly, defendant no.1 had got executed three sale deeds i.e. (a) sale deed dated 13.05.2008 qua 8K of land; (b) sale deed dated 07.11.2008 qua 4K of land; and (c) sale deed dated 15.07.2009 qua 4K of land.

3. Thus, the plaintiffs were left as owners in possession of remaining land measuring 17K-6M which is the suit property. It was pleaded that the plaintiffs were always ready and willing to perform their part of contract and it was defendant No.1 who had failed to perform his part of contract and failed to pay balance sale consideration. It was contended that defendant No.1 was not in a position to get the sale deed executed and as such, had got the time extended for registration of sale deed from 17.09.2009 to 20.01.2010. It was also alleged that the sale deeds had been tampered with i.e. in one sale deed area has been changed from 4K to 8K and amount paid to the plaintiffs was shown to be Rs.20 lakhs each against each sale deed. Thus, even financial fraud had been committed against the plaintiffs by the defendants and, therefore, the said sale deeds were liable to be set aside. Accordingly, present suit was filed on 14.08.2010 seeking declaration to the effect that the Agreement to Sell dated 18.4.2008 qua balance land measuring 17 Kanals



6 Marlas executed between the parties for total land measuring 33 Kanals 6 Marlas as described in the suit, be cancelled, rescinded, repudiated, terminated no more subsisting and executable on account of default of the defendant since 17.09.2009/20.01.2010 and earnest money stand forfeited. Further a declaration was sought to the effect that the sale deed dated 13.5.2008 bearing Vasika No.3208 in favour of defendant no.2, sale deed dated 7.11.2008 bearing Vasika No.16972 in favour of defendant no.2, sale deed dated 26.11.2008 in favour of defendant no.1, and sale deed dated 15.7.2009 Vasika No.217 in favour of defendant no.1 are illegal, void capricious, act of fraud, without consideration and do not confer any title on the defendants and are liable to be set aside; **and** for decree of permanent injunction restraining the defendant, his agents, attorneys, associates etc. from interfering in the peaceful possession of the plaintiffs over the above said land and further restraining them from entering into any kind of transaction whatsoever regarding above said land on the basis of the above said canceled agreement to sell dated 18.4.2008 illegally, forcibly, without any right or justification, on the basis of oral and documentary evidence.

4. Upon appraisal of the pleadings and the evidence led by the parties, the learned Civil Judge (Junior Division), Ludhiana had dismissed the suit of the plaintiffs vide judgment and decree dated 31.07.2018. The Civil Appeal filed by the plaintiffs was dismissed by the learned Additional District Judge, Ludhiana vide judgment and decree dated 16.09.2024.

Hence, present Second Appeal by the plaintiffs.



5. It is *inter alia* submitted by learned counsel for the appellants that the judgments of the learned Courts below are wrong and incorrect on account of the fact that admittedly defendant No.1 while appearing as DW1 had admitted Agreement to Sell dated 18.04.2008 has been admitted by DW1. It was even admitted that the rate of land sold to him was Rs.2,600 per sq.yd. Learned counsel contends that therefore as it was admitted fact on record that land had been sold to the defendants @ Rs.2,600/- per sq.yd., the total sale consideration would amount to Rs.5,33,70,000/-. It is contended that even as per the admitted case of the defendants only an amount of Rs.70 lakhs had been paid by the defendants to the plaintiffs. Defendant No.1 had also admitted that defendant No.2 is his father. Defendant No.1 is the cousin of the plaintiffs and son of brother of their father. It is submitted that defendants being close relatives of the plaintiffs, no objection was made by the appellants in incorporating recital in the sale deed that total sale consideration of Rs.5,33,70,000/- has been received; whereas an actual fact only an amount of ₹70 lakhs had been received by the appellants. It is accordingly submitted that the defendants have played fraud upon the plaintiffs. Plaintiffs had reposed faith in the defendants only as they were close relatives, which has ben wrongly construed against the appellants. It is further submitted that the appellants had proved their case by leading sufficient oral and documentary evidence. However, the same has been disregarded by the learned Courts below. It is accordingly prayed that the

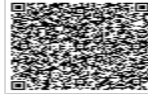


present Second Appeal be allowed; and the impugned judgments and decrees of the Courts below be set aside.

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. It is undisputed fact on record that in all the 4 sale deeds, plaintiffs have admitted that full and final sale consideration has been received by them. Contrary to the said recital in the sale deeds, plaintiffs are now seeking to suggest that full payment as agreed in the Agreement, has not been made to them. However, plaintiffs have led no evidence to substantiate their said claim. Admittedly, all the said sale deeds bear the signatures of the plaintiffs. Therefore, if in the first sale deed itself, payment of total consideration had not been made, onus was upon the plaintiffs to prove as to why they executed the remaining sale deeds within a time span of one year in favour of the defendants. Learned counsel for the plaintiffs has been unable to explain as to why the subsequent 3 sale deeds were executed in favour of the defendants if plaintiffs had not received the sale consideration in one/first sale deed.

8. Moreover, all the sale deeds are registered documents. Therefore, presumption of truth is attached to them. The sale deeds also bear endorsement of the Sub Registrar as per which, contents of the sale deeds were read out to the parties, who had then signed the same after admitting the contents. It has also come on record that the plaintiffs previously also filed a Civil Suit seeking declaration in respect of the



impugned sale deeds which had been dismissed. It has come on record that date of execution and registration of sale deed was extended from 17.09.2009 to 20.01.2010 on the mutual understanding between the parties and not merely at the asking of defendant No.1, as alleged by the appellants. For this reason, as well, no ground is made out to declare the impugned Agreement to Sell as null and void.

9. Plaintiffs have also taken a plea of fraud, however, have been unable to make out their said allegation. As noted above, had the defendants committed fraud upon the plaintiffs, plaintiffs would not have executed subsequent sale deeds in favour of defendants without taking into the entire sale consideration amount. The impugned Judgments revealed that the Learned Courts below have considered the evidence on record in minute detail. Relevant findings of the learned First Appellate Court as contained in para 15 of the judgment dated 16.09.2024 read as follows: -

“5. In support of their plaint, plaintiff no.2 Surinderjit Singh himself stepped into the witness box as PW1 and deposed as per the averments of plaint. He stated that defendants had paid lesser amount of consideration than the agreed amount. In his cross examination, he stated that though he and his brother Jagjit Singh had executed the sale deeds in favour of defendants, but they did not read the contents of the said sale deeds. He stated that the said sale deeds were executed on different dates in a span of more than one year. He further stated that they were not provided the copies of sale deed, but in the later part of his cross examination, he admitted that along with the plaint, he had attached photo copies of



the sale deeds which were in his possession. PW1 identified his and his brother's signatures and photographs on the sale deeds Ex. P15 to Ex. P18. He stated that he had received Rs. 70,00,000/- earlier and Rs. 10,00,000/- subsequently and apart from the same they did not receive any further amount. He deposed that the second sale deed was executed on the assurance of the defendants that they would make full payment. He admitted the endorsement Ex. P6/A and identified his and his brother's signatures, wherein it was mentioned that plaintiffs had received a sum of Rs. 62, 92, 000/- on 13.05.2008. He stated that an amount of Rs. 15,00,000/- each was to be adjusted in the second and third sale deeds. He deposed that after 17.09.2009, when the date was extended, they had got marked their presence before Sub Registrar as they had to recover the remaining amount from defendants. He stated that they had not filed suit for recovery of remaining amount as asserted. He was not ready to execute the sale deed in favour of defendants for the remaining land. It was argued by learned counsel for plaintiffs that the first sale deed to be executed was for 4 Kanals as per the agreement to sell Ex. P6 but defendants fraudulently got on executed the said sale deed Ex. P15 09.05.2008/13.05.2008 for 8 Kanals and paid only Rs.20,00,000/- in all which indicates that defendants had defrauded the plaintiffs. The said contention holds no ground as a specific endorsement has been made at the back of agreement Ex. P6 on 13.05.2008 as Ex. P6/A with regard to receiving a full payment of Rs. 62,92,000/- for 4 Kanals land. Meaning thereby, 4 Kanals of land was added in the already agreed 4 Kanals and was executed in favour of defendants. Thereafter Ex. P16 was executed on 07.11.2008 with regard to 8 Kanals. Ex. P18 was executed for 8 Kanals on 26.11.2008



and amount of Rs. 20,00, 000/-was received. Ex. P17 was executed for 4 Kanals for Rs. 10,00,000/- on 15.07.2009. All the said sale deeds contained the recital of accepting the amount as full and final payment. Ex. P15 to Ex. P18 had been executed by plaintiffs over a span of more than one year. Had the assertion of plaintiff with regard to fraud having been committed upon them by paying lesser consideration was correct, then they would not have executed the subsequent sale deeds in favour of defendants without taking the entire consideration amount from them. Furthermore, Ex. P15 to Ex. P18 are registered documents bearing endorsements of the Sub Registrar, mentioning that the contents of the sale deeds were read out to the parties who signed the same after admitting the contents thereof. Meaning thereby, the assertion of plaintiffs that they had not read the contents of Ex. P15 to Ex. P18 has been falsified, as presumption of authenticity is attached to the registered documents that they were registered as per due process by the official concerned. Plaintiffs had sought declaration to set aside the sale deeds on the ground of inadequate consideration amount for which at the most they could have filed a separate remedy for recovery of amount, if any, but had instead instituted suit for declaration, which was rightly dismissed by learned Trial Court observing that no oral evidence can be admissible if the terms and conditions are reduced into writing in the form of document.”

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

11. In view of the above, no ground is made out to interfere in the concurrent judgments and decrees, and findings of fact of the learned Courts below. The present Regular Second Appeal is hereby **dismissed**.
12. Pending applications, if any, stand disposed of.

14.01.2026

Divyanshi

Whether speaking/reasoned:

Whether reportable:

Yes/No

Yes/No

(NIDHI GUPTA)

JUDGE