



IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

RSA-1778-2026 (O&M)
Date of decision: 08.05.2026

Jameel Ahmed

...Appellant

Versus

Hasan Mohammad

...Respondent

CORAM: HON'BLE MR. JUSTICE DEEPAK GUPTA

Present: Mr. Rajiv Sharma, Advocate for the appellant.

DEEPAK GUPTA, J. (ORAL)

The present Regular Second Appeal has been preferred by the defendant-appellant assailing the judgment & decree dated 29.10.2025 passed by the learned Additional District Judge, Palwal, whereby the appeal filed by the plaintiff-respondent was allowed, the judgment & decree dated 09.02.2023 passed by the learned trial Court were set aside, and the suit for specific performance of agreement to sell dated 19.02.2021 was decreed.

2. Briefly stated, the plaintiff instituted a suit for possession by way of specific performance of agreement to sell dated 19.02.2021 alleging that the defendant, being owner to the extent of 1/4th share measuring 7 kanal 4 marla out of the suit land, agreed to sell the same for a total sale consideration of ₹11,70,000/-. An amount of ₹1,00,000/- was allegedly paid as earnest money and the target date for execution and registration of the sale deed was fixed as 19.05.2021. The plaintiff pleaded that he remained present before the office of Sub Registrar, Hathin on the stipulated date along with balance sale consideration and expenses, but the defendant failed to appear. Legal notice dated 01.06.2021 was thereafter issued calling upon the defendant to perform his part of the contract, but to no avail. Consequently, the suit came to be filed.



3. The defendant contested the suit by denying execution of the agreement to sell altogether. His defence was that he had merely borrowed a sum of ₹1,00,000/- from the plaintiff at the time of marriage of his daughter and had put his thumb impressions on blank papers as security, which were subsequently misused by the plaintiff for fabricating the agreement and receipt in question.

4. After framing issues and taking evidence led by the parties, the learned trial Court, on appreciation of evidence, declined the relief of specific performance and instead granted only a money decree. However, in appeal, the learned first Appellate Court reversed the findings of the trial Court and decreed the suit for specific performance after holding that the agreement to sell stood duly proved, the defence raised by the defendant was unreliable and the plaintiff had established his readiness and willingness to perform his part of the contract.

5. Assailing the above reversal, learned counsel for the appellant has argued that the first Appellate Court erred in reversing the well reasoned findings recorded by the trial Court. It is contended that the plaintiff failed to establish his continuous readiness and willingness as mandated under Section 16(c) of the Specific Relief Act, 1963. It is further argued that mere presence before the Sub Registrar through an affidavit was insufficient proof of financial capacity. Learned counsel would further submit that the agreement itself was a fabricated document prepared on blank papers obtained from the defendant in connection with a loan transaction.

6. I have heard learned counsel for the appellant and perused the paper-book.

7. At the outset, it deserves to be noticed that the jurisdiction of



this Court under Section 100 CPC is confined only to examination of substantial questions of law. Concurrent or even reversed findings of fact recorded by the Courts below cannot be interfered with unless shown to be perverse, based upon misreading of evidence or suffering from patent illegality.

8. The learned first Appellate Court, being the final Court of facts, has minutely examined the oral as well as documentary evidence available on record. The plaintiff examined not only himself but also the scribe Rafik Ahmed, Advocate (PW3) of the agreement and one of the attesting witnesses, namely Noor Islam (PW4). The scribe specifically deposed that the agreement and receipt were written by him, the contents thereof were read over to the parties and thereafter signatures/thumb impressions were affixed in his presence. The attesting witness fully supported execution of the agreement and payment of earnest money. Nothing material could be elicited during their cross-examination so as to discredit their testimonies.

9. On the contrary, the defence version put forth by the defendant was rightly disbelieved by the learned first Appellate Court. All defence witnesses admittedly had no personal knowledge regarding the alleged loan transaction and merely deposed on the basis of what had been told to them by the defendant. Their evidence was thus purely hearsay in nature. More importantly, the defendant himself admitted during cross-examination that the marriage of his daughter had taken place about four months prior to the alleged transaction, thereby materially weakening his plea that the loan was taken for marriage expenses. The contradiction in the defendant's own stand regarding repayment of loan was also rightly noticed by the first Appellate Court.

10. This Court finds no perversity in the finding recorded by the



learned first Appellate Court that the agreement in question was a genuine agreement to sell and not a security document in relation to a loan transaction.

11. The contention regarding absence of readiness and willingness is equally devoid of merit. Once the defendant had completely denied execution of the agreement itself, the plea regarding inadequacy of readiness and willingness loses substantial force. Even otherwise, the plaintiff produced affidavit evidencing his presence before the Sub Registrar on the stipulated date and also proved issuance of legal notice calling upon the defendant to execute the sale deed. The defendant neither appeared before the Sub Registrar nor replied by expressing any willingness to execute the sale deed upon payment of balance consideration.

12. Significantly, no specific issue regarding readiness and willingness appears to have been framed by the trial Court, yet findings adverse to the plaintiff were recorded on that aspect by making observations regarding alleged lack of financial capacity. The learned first Appellate Court rightly held that such findings could not have been returned without putting the plaintiff to notice through a properly framed issue. The said view is in consonance with settled principles of civil jurisprudence.

13. Equally untenable was the approach adopted by the trial Court in declining specific performance on the ground that grant of such relief was discretionary. After the amendment introduced in the Specific Relief Act with effect from 01.10.2018, the legislative intent has clearly shifted towards enforcement of contracts as a rule, subject only to limited exceptions contained in Sections 11(2), 14 and 16 of the Specific Relief Act, 1963. The agreement in the present case admittedly pertains to the year



2021 and is therefore, governed by the amended provisions. The learned first Appellate Court was thus justified in holding that the refusal of relief merely on supposed equitable discretion was legally unsustainable.

14. Learned counsel for the appellant has failed to point out any material illegality, perversity or misreading of evidence in the judgment passed by the learned first Appellate Court. The findings recorded therein are based upon proper appreciation of evidence and settled principles of law.

15. No substantial question of law, much less any substantial question of law arising for consideration under Section 100 CPC, arises in the present appeal.

16. Consequently, the present Regular Second Appeal being devoid of merit is dismissed. Pending miscellaneous applications, if any, shall also stand disposed of.

08.05.2026
Yogesh

(DEEPAK GUPTA)
JUDGE

Whether speaking/reasoned:-
Whether reportable:-

Yes/No
Yes/No