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

**RSA-1649-2018 (O&M)**

**Date of Decision : 29.08.2025**

BALWINDER SINGH

.... Appellant

VERSUS

AJIT SINGH (DECEASED) THR LRS. AND ORS.

.... Respondents

**CORAM : HON'BLE MRS. JUSTICE ALKA SARIN**

Present : Mr. K.S. Sidhu, Advocate for  
Mr. Rajesh K. Dadwal, Advocate for the appellants.

**ALKA SARIN, J. (ORAL)**

**CM-10012-C-2025**

1. This is an application for impleading the legal representatives of the deceased appellant – Balwinder Singh.

2. For the reasons stated in the application, the same is allowed. Legal representatives of the deceased appellant, as mentioned in para No.3 of the application, are ordered to be impleaded as parties. Vakalatnama signed by the legal representatives of the deceased appellant has already been appended with the application. The same is taken on record. Amended memo of parties is also taken on record. Registry to scan and tag the same at an appropriate place.

**CM-4456-C-2018**

3. This is an application for condonation of delay of 206 days in refiling the main appeal.

4. For the reasons stated in the application, the same is allowed and the delay of 206 days in refiling the main appeal is condoned.

**RSA-1649-2018**

5. The present appeal has been preferred by the plaintiff-appellant challenging the judgment and decree dated 25.09.2014 passed by the Trial Court and the judgment and decree dated 22.11.2016 passed by the First Appellate Court.

6. Brief facts relevant to the present *lis* are that the plaintiff-appellant filed a suit for possession of land measuring 30 Kanal 6 Marla by way of specific performance of agreement to sell dated 11.10.2000 executed by Ajit Singh (predecessor-in-interest of the defendant-respondents No.1, 2 and 2-A) in favour of the plaintiff-appellant on payment of balance sale consideration of ₹3,60,640 and in the alternative for recovery of ₹13,25,640. It was the case set up in the plaint that Ajit Singh (predecessor-in-interest of the defendant-respondents No.1, 2 and 2-A) was the owner of the suit land and he entered into an agreement to sell the suit property for a total sale consideration of ₹13,25,640 vide agreement to sell dated 11.10.2000 including the right of passage, tubewell bore and trees standing thereupon. As per the agreement, the sale deed was to be executed on or before 11.10.2002 on receiving the balance sale consideration of ₹3,60,640, an amount of ₹9,65,000 having been paid as earnest money. It was further the case set up that the agreement to sell was scribed by a regular deed writer in the presence of marginal witnesses, namely, Dilbagh Singh and Gurmit Singh, Lumbardar. It was further the case set up that the date was mutually extended for execution

of the sale deed to 11.04.2003. It was averred in the plaint that on 11.04.2003 the plaintiff-appellant remained present in the Office of Sub-Registrar, Hoshiarpur to perform his part of the contract, however, the defendant – Ajit Singh – failed to appear. At the time of filing of the suit Ajit Singh is stated to have died and as such the suit was filed against his legal representatives. Defendant-respondent No.4, namely, Sucha Singh was impleaded as a party as during his lifetime Ajit Singh had executed a sale deed in favour of defendant-respondent No.4. Hence, the suit for specific performance as well as challenging the sale deed in favour of defendant-respondent No.4 and in the alternative for recovery.

7. On notice defendant-respondents No.1 to 3 appeared and filed their written statement raising various preliminary objections. The agreement to sell was denied and it was stated that the same was a result of forgery and that there was no nexus between Ajit Singh and the plaintiff-appellant. It was further the case that the agreement had been manipulated to usurp the property of Ajit Singh and the plaintiff-appellant had a nexus with Golden Forest Company and that at the relevant point of time the plaintiff-appellant was underground after usurping money of various persons. On merits the contents of the plaint were denied. It was denied that the agreement to sell bore the signatures of Ajit Singh. Even the receipt of ₹9,65,000 was denied. It was stated that Ajit Singh died on 09.06.2003 and before his death he had executed a sale deed in favour of defendant-respondent No.4. Defendant-respondent No.4 also appeared and filed his separate written statement raising a similar defence and further stated that he was a *bonafide* purchaser for consideration.

8. Replication was not filed. On the basis of the pleadings of the parties, the following issues were framed :

1. Whether defendant Ajit Singh executed an agreement to sell dated 11.10.2000 in favour of plaintiff for a consideration of ₹13,25,640 and received ₹9,65,000 ? OPP
2. Whether the plaintiff is ready and willing to perform his part of the agreement to sell ? OPP
3. Whether the plaintiff is entitled to possession by way of specific performance of the agreement to sell ? OPP
4. Whether the plaintiff is entitled to permanent injunction as prayed for ? OPP
5. Whether the plaintiff has got no locus standi to file the present suit ? OPD
6. Whether the suit is not properly valued for the purposes of court fee and jurisdiction ? OPD
7. Relief.

9. The Trial Court dismissed the suit of the plaintiff-appellant in toto vide judgment and decree dated 25.09.2014. Aggrieved by the same an appeal was preferred by the plaintiff-appellant which appeal was also dismissed by the First Appellate Court vide judgment and decree dated 22.11.2016. Hence, the present regular second appeal by the plaintiff-appellant.

10. Learned counsel for the plaintiff-appellant would contend that an amount of ₹9,65,000 stood paid and was duly proved on the record by producing the persons concerned i.e. PW-5 Ram Kumar and PW-9 Sanjiv Kumar, Registration Clerk who identified the signatures of the attesting witness. It is further the contention that the date for execution of the sale deed was initially 11.10.2002 which was subsequently extended to 11.04.2003 and that the plaintiff-appellant remained present in the Tehsil complex with the remaining sale consideration on the said date. Learned counsel would further contend that the amount of ₹9,65,000 was withdrawn from the post office and some was borrowed from the daughter of the plaintiff-appellant and as such the payment of the earnest money was proved. It is still further the contention of the learned counsel that even if the suit was not to be decreed for specific performance, the suit ought to have been decreed in the alternative for recovery as the payment of the earnest money stood proved.

11. In the present case there are stated to be two attesting witnesses of the agreement to sell - one namely, Gurmit Singh, Lambardar and the second Dilbagh Singh. Dilbagh Singh stepped into the witness box as PW-8 was declared hostile. PW-5 Ram Kumar stepped into the witness box to identify the signatures of Gurmit Singh. The said witness stated that he has seen Gurmit Singh, Lambardar signing the sale deed on 24.05.1999 which was executed by him and his family in favour of one Major Singh and since Gurmit Singh was the Lambardar, he identified his signatures. Similar was the statement made by PW-9 Sanjiv Kumar, Registration Clerk. There is not an iota of evidence on the record to support the fact that an amount of ₹9,65,000

was paid by the plaintiff-appellant on the date of execution of the agreement to sell. The said witness PW-5 though identified the signatures of Gurmit Singh however none proved the payment of the earnest money. The attesting witness Dilbagh Singh who appeared as PW-8 as a witness of the plaintiff-appellant was declared hostile. Except for the bald statement of the plaintiff-appellant that the amount was withdrawn from the post office and borrowed from his daughter, there is not an iota of evidence on the record to even remotely suggest as to from where the said amount of ₹9,65,000 was got and in whose presence the said amount was paid. Dilbagh Singh who appeared as PW-8 stated that he did not read the agreement before signing it and that when he appended his signatures the same did not bear the signatures of Ajit Singh and Balwinder Singh and it only bore the signatures of Gurmit Singh. This witness further stated that no amount was handed over in his presence.

12. The agreement to sell itself was executed on 11.10.2000 and a substantial amount of ₹9,65,000 was alleged to have been paid out of the total sale consideration of ₹13,25,640. Yet the target date was fixed as 11.10.2002 which was later on extended to 11.04.2003. During the lifetime of Ajit Singh the plaintiff-appellant did not file the suit and chose to file the same only after the death of Ajit Singh. The endorsement of extension does not state any reason as to why the time period had been extended. Infact, it is the case set up by the plaintiff-appellant that even the extension was done in the Tehsil compound. No reason is forthcoming as to why the alleged vendor would come to the Tehsil compound and agree to extension and not execute the sale deed, without stating any reason whatsoever. Even the attesting witness of the

endorsement appeared as PW-7 Rameshwar Dutt who stated that he works in Tehsil compound canteen and his signatures were obtained by Balwinder Singh and he does not know anyone except Balwinder Singh. He also denied that any of the other persons appended their signatures in his presence. The said witness was also declared hostile. In the absence of any cogent evidence on the record, no fault can be found with the impugned judgments and decrees.

13           In view of the above, I do not find any merit in the present appeal. No question of law, much less any substantial question of law, arises for determination in the present case. The appeal being devoid of any merits is accordingly dismissed. Pending applications, if any, also stand disposed off.

**29.08.2025**  
*Aman Jain*

**(ALKA SARIN)**  
**JUDGE**

*NOTE:           Whether speaking/non-speaking: Speaking*  
*Whether reportable: Yes/No*