

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH****127****RSA-1334-2025 (O&M)****Date of Decision: 28.04.2025****BIMLA ALIAS BIMLA RANI****.....APPELLANT****Vs.****SEEMA RANI****.....RESPONDENT****CORAM: HON'BLE MR. JUSTICE DEEPAK GUPTA**

Present: Mr. Kushaldeep Kaur, Advocate and
Ms. Sharvi Dadhwal, Advocate
for the appellant.

***********DEEPAK GUPTA, J.**

Suit for mandatory injunction regarding shop in dispute filed by plaintiff-Seema Rani (*respondent herein*) was decreed by the trial Court on 05.08.2022. The appeal filed by the defendant-Bimla (*appellant herein*) was dismissed by the First Appellate Court on 26.11.2024. Against this concurrent findings, defendant has approached this Court.

2.1 Plaintiff brought the suit on the ground that she purchased the suit property by virtue of a sale deed dated 02.08.2016 for consideration of ₹2,35,000/-. The sale deed was executed by defendant along with her mother-in-law and children. Although, it was stipulated in the sale deed that possession was delivered, but in fact vendors had assured to deliver the possession on the next day, but later on possession was not delivered and defendant refused to deliver the possession.

2.2 Contesting the suit, defendant denied having executed the sale deed.

2.3 After framing necessary issues and taking evidence, trial Court found that sale deed was duly executed by the defendant-appellant along with her mother-in-law and children after receiving the entire sale



consideration and the said sale deed was proved not only by the testimony of the plaintiff, but also by one of the attesting witness. Suit was accordingly decreed and the findings have been affirmed by the First Appellate Court.

3. Assailing the aforesaid concurrent findings, it is contended by learned counsel for the appellant-defendant that in fact sale consideration was not paid to the appellant-defendant, though so stipulated in the sale deed.

4. In the written statement, defendant had denied having executed the sale deed, contending that the same did not even bear her signature. Even in the evidence, as has been observed by the First Appellate Court, defendant-appellant-Bimla not only denied her signatures on the sale deed Ex-PW-3/A, but even denied her photograph affixed on the sale deed. The Appellate Court found that the statement of the defendant-appellant was not reliable at all, as she appeared to have entered the witness box having made up her mind to deny her signature on every documents, which was apparent from the fact that she denied her signatures even on the power of attorney and the written statement, which was filed in the present suit. Not only this, the execution of the sale deed Ex.PW-3/A was duly proved by the testimony of one of the attesting witness is Rajpal, who had appeared in the witness box as PW-2.

5. Apart from above, the perusal of the sale deed, copy of which was shown by learned counsel for the appellant to this Court clearly reveals the acknowledgement of the vendors including the defendant-appellant to have received the entire sale consideration of ₹2,35,000/-.

6. In the aforesaid facts and circumstances, this Court does not find any ground whatsoever to disturb the concurrent findings of the fact as recorded by the Courts below, whereby it was held that defendant-appellant along with her mother-in-law and children had sold the suit property to plaintiff, but had not delivered the possession thereof. Consequently, suit has been rightly decreed for mandatory injunction.



7. As such, holding the present appeal to be devoid of any merit, the same is hereby dismissed.

28.04.2025

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(DEEPAK GUPTA)

JUDGE

<i>Whether speaking/reasoned?</i>	<i>Yes</i>
<i>Whether reportable?</i>	<i>Yes</i>