



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

**RSA-2333-2022 (O&M)
Reserved on : 20.08.2025
Date of Decision : 02.09.2025**

Prem Dhawan ... Appellant(s)

VERSUS

Ekta Kakkar ... Respondent(s)

CORAM : HON'BLE MRS. JUSTICE ALKA SARIN

Present : Mr. Shiv Kumar, Advocate for the appellant.

ALKA SARIN, J.

1. The present regular second appeal has been preferred by the plaintiff-appellant challenging the judgment and decree dated 12.05.2022 passed by the First Appellate Court whereby the judgment and decree passed by the Trial Court dated 18.10.2018 has been reversed.

2. Brief facts relevant to the present *lis* are that the plaintiff-appellant herein filed a suit for specific performance of agreement to sell dated 30.11.2015. It was averred in the plaint that the defendant-respondent had agreed to sell the shop in question to the plaintiff-appellant for a total consideration of ₹20,00,000/-. It was agreed that the sale deed would be executed and registered on 25.02.2016 on which date the possession would also be delivered. It was further averred that the entire sale consideration of ₹20,00,000/- was paid in cash to the defendant-respondent. The further case set up was that one of the attesting witnesses – Rattandeep Kakkar – who was the husband of the defendant-respondent and since deceased, had handed over the original sale deed dated 18.07.2008 on which the defendant-

respondent became the owner of the suit property to the plaintiff-appellant at the time of the execution of the agreement to sell dated 30.11.2015. It was further the case that on 25.02.2016 the husband of the defendant-respondent requested for extension of time for registration of the sale deed as they needed some more time to shift to another shop. As their relations were cordial, hence, the date was extended to 30.04.2016 and an endorsement was made in this respect by the husband of the defendant-respondent in his own hand. It was further the case that on 30.04.2016 it was a Saturday and 01.05.2016 it was a Sunday, 02.05.2016 was not a working day at the office of the Sub Registrar, Ferozpur, hence, on 03.05.2016 the plaintiff-appellant remained present at the office of the Sub Registrar, Ferozpur alongwith expenses required for purchasing the stamp paper, however, the defendant-respondent did not turn up. It was further averred that Rattandeep Kakkar (husband of the defendant-respondent) had previously borrowed an amount of ₹6,00,000/- from the plaintiff-appellant and had issued five post-dated cheques in lieu of the same qua which a separate suit had been filed. It was further averred in the plaint that the plaintiff-appellant was always ready and willing to perform his part of the contract.

3. Written statement was filed wherein the defendant-respondent averred that the agreement to sell was a forged document. Infact, the husband of the defendant-respondent, namely, Rattandeep Kakkar, had small money dealings with the plaintiff-appellant and, thus, the original sale deed was also handed over to the plaintiff-appellant. However, the husband of the defendant-respondent died on 09.06.2016 and the present agreement to sell was forged in order to grab the property of the defendant-respondent.

4. Replication was filed. On the basis of the pleadings, the

following issues were framed :

1. Whether defendant executed agreement to sell dated 30.11.2015 with regard to the suit shop in favour of the plaintiff after receipt of Rs. 20,00,000/- as earnest money ? OPP
2. Whether the plaintiff is ready and willing to perform his part of the contract ? OPP
3. If issues no. 1 & 2 are proved, whether the plaintiff is entitled to relief of possession by way of specific performance of agreement to sell dated 30.11.2015 ? OPP
4. If issue no. 3 is proved, whether the plaintiff is entitled to alternative relief of recovery of Rs.20,00,000/- along with interest ? OPP
5. Whether the alleged agreement to sell is forged and fabricated document ? OPD
6. Whether the suit of plaintiff is false, frivolous and vexatious ? OPD
7. Relief.

5. The Trial Court vide judgment and decree dated 18.10.2018 decreed the suit for specific performance of the agreement to sell dated 30.11.2015. Aggrieved by the same, an appeal was preferred by the defendant-respondent which appeal was allowed by the First Appellate Court vide judgment and decree dated 12.05.2022. Hence, the present regular second appeal by the plaintiff-appellant challenging the judgment and decree passed by the First Appellate Court.

6. Learned counsel for the plaintiff-appellant would contend that

in the present case the execution of the agreement to sell stood proved and that even the payment of the entire sale consideration was duly proved by the plaintiff-appellant. Learned counsel would further contend that the original sale deed dated 18.07.2008 on the basis of which the defendant-respondent had become the owner of the property was also handed over to the plaintiff-appellant and, therefore, the plaintiff-appellant had duly proved his case. Learned counsel would further contend that the stamp paper for the agreement to sell dated 30.11.2015 was purchased by the husband of the defendant-respondent as is evident from the backside of the first page of the agreement and that the endorsement qua the extension of time was also in the handwriting of the husband of the defendant-respondent.

7. I have heard the learned counsel for the plaintiff-appellant.

8. In the present case the case set up by the plaintiff-appellant was that at the time of execution of the agreement to sell the entire sale consideration of ₹20,00,000/- had been paid to the defendant-respondent in cash. However, strangely, despite having paid the entire sale consideration, the sale deed was not executed and the target date for execution of the sale deed was kept as 25.02.2016 which is later stated to have been extended to 30.04.2016. The two attesting witnesses of the agreement to sell are stated to be Rattandeep Kakkar, husband of the defendant-respondent, who has since died and Bal Krishan (PW2) who is none other than the brother of the plaintiff-appellant. The First Appellate Court has in detail dealt with the cross-examination of the plaintiff-appellant's witnesses including the plaintiff-appellant himself who stepped into the witness box as PW1. It was averred in the examination-in-chief that the agreement to sell dated 30.11.2015 was scribed at the instance of the defendant-respondent and in

the presence of the plaintiff-appellant and the attesting witnesses. After scribing the document, the contents of the agreement were read over and explained to the defendant-respondent in the presence of the plaintiff-appellant and the witnesses and after examining the same the defendant-respondent had signed the agreement in English. However, in the cross-examination the said witness stated that he did not know who had scribed the agreement to sell dated 30.11.2015 (Ex.P1). He further stated that he was not present in the Tehsil compound when the agreement was signed as he was busy arranging the sale consideration. He further stated that he reached the shop of Rattandeep Kakkar with the sale consideration at about 02.00 pm and that his brother – Bal Krishan – and the defendant-respondent and her husband were present at the shop. It was further stated in the cross-examination that the deed writer did not read over the contents of the agreement in question either to him or to the defendant-respondent. Though he volunteered to say that he read the agreement and that the amount was paid to Rattandeep Kakkar and his wife i.e. defendant-respondent herein. PW2 – Bal Krishan – who is the brother of the plaintiff-appellant, also stated that the agreement to sell dated 30.11.2015 was scribed at the instance of the defendant-respondent in the presence of the plaintiff-appellant and Bal Krishan himself. After the document was scribed, the same was read over and explained to the defendant-respondent in the presence of the plaintiff-appellant and the attesting witnesses including himself. However, in his cross-examination, he stated that the agreement was already typed when he put his signatures and he did not know who had scribed the agreement. He also did not know who had purchased the stamp paper. The name of the scribe is not forthcoming from any of the statements made by

the plaintiff-appellant's witnesses. It has come on the record as per the own version put forth by the plaintiff-appellant that there were certain money transactions between the plaintiff-appellant and the husband of the defendant-respondent. The stamp paper is stated to have been purchased by the husband of the defendant-respondent and not by the defendant-respondent herself. The defendant-respondent is admittedly the owner of the property and not her husband. Even the endorsement that is stated to have been made qua the extension on 25.02.2016 bears the signatures of the husband of the defendant-respondent and not the defendant-respondent herself. It was the case of the plaintiff-appellant that both the defendant-respondent and her husband had requested for extension of time, yet the endorsement had not been signed by the defendant-respondent herself. Further, it fails to reason as to why a prudent person would pay the entire sale consideration of ₹20,00,000/- in cash and not get the sale deed executed on the same day. Even the source from where the amount of ₹20,00,000/- was collected was not forthcoming. In any case, there is no evidence worth the name to prove that the agreement to sell was executed or the amount of ₹20,00,000/- was paid to the defendant-respondent. In the absence of any cogent evidence, no fault can be found with the judgment and decree passed by the First Appellate Court. In the face of the findings recorded by the fact finding Court, there is no scope for any interference by this Court. No cogent and reliable evidence has been highlighted by the counsel for the plaintiff-appellant for this Court to take a contrary view from the one taken by the First Appellate Court. No other point was argued.

9. In view of the above, no question of law, much less any substantial question of law, arises in the present case. The appeal being

devoid of any merit is accordingly dismissed. Pending applications, if any, also stand disposed off.

02.09.2025

Yogesh Sharma

(ALKA SARIN)

JUDGE

NOTE: Whether speaking/non-speaking: Speaking
Whether reportable: YES/NO