

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

**210**

**RSA-3159-2012 (O&M)**

**Date of decision: 26.09.2025**

**Bharpur Singh (now deceased) through his LRs**

**...Appellant(s)**

**Vs.**

**Harbhajan Singh**

**...Respondent(s)**

**CORAM: HON'BLE MS. JUSTICE NIDHI GUPTA**

Present:- Mr. Harsh Aggarwal, Advocate for the appellant.

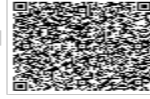
Mr. J.S.Virk, Advocate for the respondent.

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**NIDHI GUPTA, J.**

Present Regular Second Appeal has been filed by the defendant (now represented through his LRs) against the concurrent judgments and decrees of the learned Courts below; whereby the suit filed by the plaintiff-respondent for specific performance and permanent injunction, has been decreed by both the Courts below.

2. Brief facts of the case are that the defendant had entered into an Agreement to Sell dated 11.08.1995 with the plaintiff for sale of residential house as described in the head note of the plaint/suit property, for total sale consideration of Rs.1,60,000/- of which Rs.1 lakh was paid as earnest money. It was the case of the plaintiff that the target date was fixed for 20.02.1996; which was then extended to 20.06.1996; and again extended to 05.08.1998 after receiving Rs.15,000/- more from the

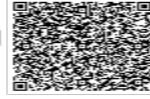


plaintiff. On 05.08.1998 the plaintiff had got his presence marked before the Sub-Registrar alongwith balance sale consideration and expense money. However, the defendant had not turned up to execute and get registered the sale deed. The defendant had failed to perform the contract despite several requests by the plaintiff. As such, suit was instituted on 06.08.2001.

3. Vide judgment and decree dated 28.02.2009, the learned Civil Judge (Junior Division), Patiala, decreed suit of the plaintiff *“with costs for specific performance of the Agreement to Sell dated 11.8.1995, extended on 20.2.96 and 20.6.96 in respect of the sale of the house No. 9A, situated at village Jhill, Tehsil and District, Patiala measuring 0-8-1/4 marlas, i.e. 252 Sq. Yards, forming part of Kh. No. 41//16/9 as fully described in the heading of the plaint. The defendant is directed to get the sale deed executed and registered in favour of the plaintiff as per agreement to sell dated 11.8.1995 on receipt of balance sale consideration. Further the defendant is restrained from alienating or transferring the above said suit house to any person except the plaintiff.”*

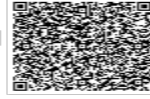
4. The Civil Appeal filed by the defendant was dismissed with costs by the learned Additional District Judge, Patiala vide judgment and decree dated 13.12.2010. Hence, present Second Appeal by the defendant.

5. It is *inter alia* submitted by learned counsel for the appellant that the Civil Suit was not filed within limitation *in-as-much* as it had been filed at the fag end of the expiry of the limitation just one day prior to



expiry of limitation. It is also submitted that the last date for the execution of Sale Deed was 05.08.1998. As such suit should have been filed within 3 years i.e. by 04.08.2001 but the same has been filed on 06.08.2001 i.e. after 3 years and 2 days. Accordingly, suit was barred by limitation. In support, learned counsel relies upon judgment of the Hon'ble Supreme Court in **U.N. Krishnamurthy (Since Deceased) Thr. Lrs. v. A.M. Krishnamurthy, (SC) : Law Finder Doc Id # 2011613**; wherein it is held that *"Specific performance of contract - Fact that limitation is three years does not mean that purchaser can wait for one or two years to file suit and obtain Specific Performance."* Similar view has been taken by the Hon'ble Supreme Court in **K.S. Vidyanadam v. Vairavan, (SC) : Law Finder Doc Id # 36382** and **Pydi Ramana @ Ramulu v. Davarasety Manmadha Rao (SC) : Law Finder Doc Id # 2610418**.

6. Learned counsel for the appellant further submits that the alleged extensions of time have not been proved on record. The plaintiff has neither exhibited the extension documents. The extension of June 1996 does not bear any revenue stamp. As such, the said alleged extensions are inadmissible under section 35 of the Indian Stamp Act. Moreover, the first extension was 4 months, and 2<sup>nd</sup> time extension was for 2 years and 2 months without any reasonable explanation, which facts raise suspicion for the execution of the Agreement itself. Even further, it is the clear case of the defendant that the plaintiff has forged signature of the defendant in creating extension to bring the suit within limitation period. The signatures of the defendant on the alleged extensions are

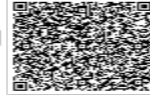


visibly forged and fabricated. Even the payment of Rs.1 lakh as earnest money on 11.08.1995 and Rs.15,000/- on 20.06.1996 are not proved in the eyes of law. Possession of the suit house was never delivered to the plaintiff as wrongly alleged by him in the Agreement or in the plaint. The plaintiff has failed to pay the balance sale consideration and get the Sale Deed executed. Even the readiness and willingness of the plaintiff is not proved on record. He, accordingly, prays that the judgments and decrees of the learned Courts below suffer from material errors and deserve to be set aside.

7. *Per contra*, learned counsel for the plaintiff/respondent submits that it has been concurrently found by the learned Courts below that the Agreement to Sell dated 11.08.1995 has been proved in accordance with law by examining the attesting witness. The thumb impressions and the signatures of the plaintiff on the Agreement to Sell as well as on the extensions were proved by examining handwriting and fingerprint expert. The extensions were also executed in the presence of witnesses and therefore, stand proved. In fact, the appellant has denied the very Agreement to Sell in his written statement. However, he has failed to substantiate his case. He, accordingly, prays for dismissal of the Appeal.

8. No other argument is raised on behalf of the parties.

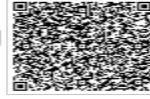
9. I have heard learned counsel and perused the case file in detail. I find no merit in the submissions advanced on behalf of the defendant.



10. The Agreement to Sell dated 11.08.1995 Ex.P1 (available at page 3 of the LCR), has been proved by the plaintiff in accordance with law by examining the attesting witnesses Gurnam Singh PW2 and Gurmit Singh PW2 who had duly proved the Agreement as also the Endorsements vide which date for execution of Sale Deed was extended. The said witnesses have testified with regard to execution of the Agreement; as also the Endorsement thereupon with regard to the extension. Argument of the appellant that the evidence of the said witnesses is not reliable as they are the close associates/related to the plaintiff, are baseless and unsubstantiated and therefore, rejected. The plaintiff has further examined handwriting expert Dr. Inderjit Singh PW5, who has compared the disputed signatures of the defendant on the Agreement and the Endorsement, with his admitted signature in his bank record; and has given report that the disputed and specimen signatures are signed by one and the same person. Thus, the Agreement and the extensions, duly stood proven in accordance with law.

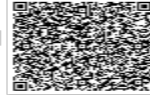
11. Furthermore, the readiness and willingness of the plaintiff is proved from the Affidavit of Attendance dated 05.08.1998 Ex.P2, as per which, plaintiff remained present in the office of Sub Registrar, Patiala on 05.08.1998 alongwith requisite money and had duly got his presence marked as such. The relevant findings of the learned first Appellate Court in para 18 and 19 of the judgment dated 13.12.2010 read as follows: -

*“18. In these set of circumstances, the due execution of the agreement and the endorsement thereupon are proved and*



*established. With regard to the readiness and willingness on the part of the plaintiff to perform his part of the contract, the plaintiff had appeared in the office of the Sub Registrar, Patiala on 5.8.98 the stipulated date for execution of the sale deed. This fact is evident from the application Ex.P.2 and affidavit Ex.P.3 of the plaintiff which indicates the presence of the plaintiff in the office of the Sub Registrar, Patiala. Moreover the defendant has. denied the execution of the agreement to sell and it cannot be said that defendant had put appearance in the office of Sub Registrar on that day. In these circumstances the due execution of the agreement to sell is proved and established. Furthermore, the material on record further establishes that the plaintiff has been ready and willing to perform his part of the contract.*

*19. Lastly, it has been argued by the learned counsel for the defendant that the suit has been instituted after long delay and no discretionary relief can be granted to the plaintiff. In this regard, it may be mentioned here that the prescribed period of limitation to institute the suit for specific performance is three years from the stipulated date fixed for execution of the sale deed. The stipulated date for execution of the sale deed was 5.8.98. The suit has been instituted on 4.8.2001 i.e. within three years. Consequently, the claim of specific performance cannot be declined on the score that the suit for specific performance has been instituted on the last date of limitation and in this regard reference can be made to a decision reported as **2006(4) Civil Court Cases 748 (Punjab and Haryana) Piru Vs Fakir Chand**. As such no illegality or irregularity is made out in the judgment and the findings of the learned lower court on all the issues are affirmed.”*



12. The Id. counsel for the appellant is unable to controvert or dispute the above said facts and findings. The above said judgments relied upon by learned counsel for the appellant are not applicable to the facts of the present case as they are distinguishable on facts and law. Admittedly, suit of the plaintiff was filed within limitation.

13. Accordingly, the present Regular Second Appeal is hereby **dismissed.**

14. Pending applications, if any, stand disposed of.

**26.09.2025**  
Divyanshi

**(NIDHI GUPTA)**  
**JUDGE**

Whether speaking/reasoned:	Yes/No
Whether reportable:	Yes/No