



01.06.1984. Sh. Ujagar singh filed a suit against his uncle Sh. Bachan Singh with respect to 50 kanals land, which was decreed on 08.12.1983. On 15.06.1984, the plaintiff filed a suit for joint possession by way of specific performance of the agreement to sell. Initially, the suit was decreed ex parte, however, the application filed under Order IX Rule 13 of the Code of Civil Procedure, 1908, was allowed. The defendant while contesting the suit claimed that he did not execute any agreement to sell and in fact he has not signed any document during the last 5-6 years and he has been appending only his thumb impression. In fact, the plaintiff appeared in the partition proceedings filed by defendant No.2 Sh. Ujagar Singh and fabricated the agreement to sell. The trial Court decreed the suit, however, keeping in view the relationship between the parties, the Court held that Sh. Charan Singh has fabricated the agreement only to deprive Sh. Ujagar Singh, his brother of the property, which he received pursuant to a Court decree. The Court found that the agreement to sell is doubtful and hence, accepted the appeal.

II. Arguments addressed:-

4. This Bench has heard the learned counsel representing the parties at length and with their able assistance perused the paperbook along with the requisitioned record.

5. Learned counsel for the appellant contends that the agreement to sell has been proved by examining the marginal witnesses. He further submits that Sh. Bachan Singh himself purchased the stamp paper in order to execute the agreement to sell.

III. Analysis and Discussion:-

6. Admittedly, Sh. Bachan Singh was issueless. He was living with Sh. Ujagar Singh since long. Sh. Charan Singh while appearing as PW-4



admits that he was arrayed against Sh. Bachan Singh in a criminal case. Hence, there was no occasion for Sh. Bachan Singh to execute agreement to sell in favour of Sh. Charan Singh.

7. Furthermore, Sh. Charan Singh and Sh. Ujagar Singh are nephews of Sh. Bachan Singh. On 08.12.1983, Sh. Bachan Singh suffered a decree with respect to his property measuring 50 kanals in favour of Sh. Ujagar Singh with whom he was residing. There was no occasion for him to execute an agreement to sell in favour of his other nephew on 25.10.1983. The execution of the agreement to sell on 25.10.1983 is also doubtful because PW-6 Sh. Joginder Singh, the Scribe when questioned, submitted that the register that had the entry of agreement to sell was lost in flood in the year 1988. It is also evident that agreement to sell was allegedly scribed by Sh. Joginder Singh, who was the clerk of Sh. Krishan Bhandari, Advocate, Jagraon. It was attested by Sh. Mastan Singh and Sh. Nazir Singh, who belonged to different villages.

IV. Decision:-

8. Keeping in view the aforesaid facts, no ground to interfere is made out.

9. Dismissed.

10. All the pending miscellaneous applications, if any, are also disposed of.

April 22nd, 2025

Ayub

**(ANIL KSHETARPAL)
JUDGE**

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