



228 IN THE HIGH COURT OF PUNJAB AND HARYANA  
AT CHANDIGARH

RSA-3616-2018 (O&M)

Date of decision : 01.10.2025

Kashmir Singh

..... Appellant

Versus

Subhash Bath & ors.

..... Respondents

**CORAM : HON'BLE MR.JUSTICE PANKAJ JAIN**

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Present :- Mr. Rajiv Joshi, Advocate  
for the appellant.

Mr. Rahul Joshi, Advocate for  
Mr. G.S.Brar, Advocate  
for respondent No.2.

Mr. Ishan Kaushal, AAG, Punjab  
for respondents No.3 to 5.

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**PANKAJ JAIN, J. (ORAL)**

1 Plaintiff is in second appeal. For convenience, parties hereinafter are referred to by their original position in the suit, i.e. the appellant as plaintiff and respondents as defendants.

2 Plaintiff filed suit for permanent injunction restraining the defendants from dispossessing him from the suit land as detailed out in the head note of the plaint.

3 Plaintiff claims to have purchased the suit land by way of agreement to sell dated 01.04.1992. As per the plaintiff, the possession of the land was delivered to him at the time of execution of the same and he continues to be in possession. It is claimed that defendant No.1 summoned



the plaintiff and forced him to deliver possession of 24 kanals of suit land to defendant No.2.

4 Suit was contested by defendant No.2. As per defendant No.2 he filed suit against the plaintiff for the property in dispute. The same was decreed on 23.05.1994. Kashmir Singh-plaintiff was restrained from interfering in the peaceful possession of defendant No.2. Plaintiff preferred appeal against the said judgment and decree which was also dismissed on 02.12.1998. Thereafter plaintiff filed suit against Daljit Rai and others seeking decree of joint possession in the suit property. The same was also dismissed vide judgment and decree dated 17.10.2001. Thereafter, plaintiff filed suit seeking decree of specific performance on the strength of agreement to sell dated 01.04.1992. The suit was decreed but for the alternate relief of recovery.

5 Both the Courts below have concurrently found that the plaintiff failed to prove his possession over the suit property and have dismissed the suit.

6 Mr. Rajiv Joshi, Advocate for the plaintiff, has assailed the findings recorded by the Courts below. Reliance is being placed upon findings recorded in Civil Suit No.2008 of 2004 wherein it was claimed that the plaintiff was found to be in possession of the suit property. He, however, is not in a position to dispute that the said suit was decreed *ex-parte*. Prior thereto in earlier rounds of litigation, the plaintiff twice failed to prove his possession. He rather suffered a decree in a suit filed by Malkit Singh wherein plaintiff was restrained from interfering in established possession of defendant



No.2. Not only this, the entire pleadings of the plaintiff in the present suit are based upon his possession on the strength of agreement to sell dated 01.04.1992. It is matter of record that the plaintiff unsuccessfully initiated *lis* seeking decree of specific performance which finally culminated into a decree for alternate relief of recovery of Rs.1,40,000/-.

7 Keeping in view that even the agreement to sell propounded by the plaintiff has resulted in a decree of recovery and plaintiff has already suffered a decree in a suit filed by Malkit Singh wherein Malkit Singh has been held to be in possession, this Court finds no reason to interfere in the findings recorded by the Courts below.

8 Appeal stands dismissed.

9 Pending miscellaneous application, if any, also stands disposed off.

**01.10.2025**

*Pooja Sharma-I*

**( PANKAJ JAIN )  
JUDGE**

Whether speaking/reasoned:

Yes/No

Whether reportable:

Yes/No