



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

**RSA No.2349 of 2022 (O&M)
Date of decision : 21.04.2025**

Kuldeep Singh and others

....Appellants

Versus

Kartar Singh

.....Respondent

CORAM: HON'BLE MR. JUSTICE PANKAJ JAIN

Present : Mr. Vipin Mahajan, Advocate
for the appellants.

PANKAJ JAIN, J. (ORAL)

Defendants are in second appeal. For convenience, the parties hereinafter are referred to by their original position in the suit i.e., the appellants as defendants and the respondent as plaintiff.

2. Plaintiff filed suit for specific performance of agreement to sell dated 05.10.2012 pertaining to land measuring 6 Kanals, executed in his favour by defendant No.1

3. As per the plaintiff, defendant No.1 executed agreement to sell *qua* land measuring 6 Kanals, in his favour on 05.10.2012. Defendant No.1 agreed to sell land to the plaintiff for consideration of Rs.7,50,000/-. Rs.6,50,000/- was paid as earnest money on the date of execution of agreement to sell. The sale deed was to be executed on or before 05.04.2013. The plaintiff appeared before the Sub Registrar on the



appointed date and got his presence marked by way of affidavit. Defendant No.1 instead of executing sale deed in favour of plaintiff, transferred the land in question in favour of his minor sons i.e. defendants No.2 and 3 by way of Mutation No.2576. Plaintiff thus sought decree of specific performance claiming that he always was and still is ready and willing to perform his part.

4. Suit was contested by defendant No.1. Execution of agreement to sell was denied. Defendant No.1 claimed to be an illiterate person, who availed loan of Rs.2,00,000/- from the plaintiff. It was contended that signatures of defendant No.1 were obtained on blank stamp-papers which were utilized to create agreement to sell propounded by the plaintiff. Defendant No.1 further claimed that he sold land in favour of his two sons vide sale deed dated 18.02.2013 and possession therefore has been delivered to them.

5. Defendants No.2 and 3 filed separate written statement claiming themselves to be *bona fide* purchasers for consideration.

6. On the basis of the pleadings of the parties, Court of the First Instance framed the following issues:

- “1. Whether plaintiff is entitled to the relief of possession by way of specific performance of agreement of sale dated 5.10.2012 executed by defendant no.1 in favour of the plaintiff? OPP
2. Whether plaintiff has always been ready and willing to perform his part of the agreement of sale dated 5.10.2012? OPP



3. *Whether sale deed dated 13.2.2013 executed by defendant no.1 in favour of his sons defendants no.2 & 3 and mutation no2576 sanctioned on the basis of above said sale deed dated 13.2.2013 are illegal or valid? OPP*
4. *If issue no.1 is not prove, where plaintiff is entitled to relief of recovery of Rs.13 lacs along with interest from the defendants? OPD.*
5. *Whether suit is maintainable? OPP*
6. *Relief.”*

7. Plaintiff, in order to prove execution of the agreement to sell, examined Deep Singh, Deed Writer as PW2. He admitted having scribed agreement to sell, Exhibit P-1. He proved entry in his register, Exhibit P-4. Plaintiff examined Manjit Singh, the attesting witness to agreement to sell as PW-3. Davinder Kumar, Stamp Vendor was examined as PW-4. He deposed that on 05.10.2012, defendant No.1 purchased stamp-papers worth Rs.500/- from him. Entry to the said effect in the register of the stamp vendor at Sr. No.1187 was proved as Exhibit P-5. Plaintiff himself appeared as PW-1.

8. Defendant No.1 appeared as DW-1. Apart from reiterating his version of having taken loan from the plaintiff and signed blank stamp-papers, no other evidence was led.

9. Court of the First Instance returned the findings on issues No.1 to 3 in favour of the plaintiff and decreed the suit.

10. Dissatisfied, defendants filed appeal.



11. Lower Appellate Court affirmed the findings recorded by the Court of the First Instance and dismissed the appeal preferred by defendants.

12. Ld. Counsel for the appellants has assailed the findings recorded by the Courts below. He submits that defendant No.1 proved that his signatures were obtained on the blank stamp-papers. It is those blank stamp papers which were misused by the plaintiff to execute agreement to sell. Separate written statement was filed by defendants No.2 and 3. Land in question was sold to them vide sale deed dated 18.02.2013. They are *bona fide* purchasers for consideration without notice. However, Courts below have completely ignored the aforesaid facts and have returned the findings against the appellants which are unsustainable in the eyes of law.

13. I have heard counsel for the appellant and have carefully gone through records of the case.

14. Plaintiff in order to prove execution of the agreement to sell, examined Stamp Vendor from whom stamp-papers were purchased. Scribe of agreement to sell, was also examined apart from attesting witness to agreement to sell. Thus, the plea taken by defendants regarding utilization of blank stamp-papers to execute the agreement to sell, has no merit and cannot be accepted. There is no evidence on record led by defendant No.1 to prove his version. Out of Rs.7,50,000/- total sale consideration of Rs.6,50,000/- was already paid by the plaintiff to defendant No.1. Thus, no fault can be found with the findings recorded by the Courts below decreeing the suit filed by the plaintiff for main relief of specific performance. Plea of



defendants No.2 & 3 of being *bona fide* purchaser, is misconceived and highly unbelievable. A father, who had executed agreement to sell cannot be believed to have not informed his sons regarding the same. The conduct of defendants shows their dishonest intent. Defendants No.2 and 3 were minors at the time defendant No.1 executed sale deed in their favour. This is nothing but a desperate ploy on his behalf to forestall right of the plaintiff.

15. In view of above, finding no merit in the present appeal, the same is ordered to be dismissed.

16. Pending application(s), if any, shall also stand disposed off.

April 21, 2025

Dpr

(Pankaj Jain)

Judge

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No