



IN THE HIGH COURT OF PUNJAB AND HARYANA  
AT CHANDIGARH

\*\*\*\*

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RSA-1084-2025 (O&M)

Date of Decision :09.07.2025

Beant Kaur

.....Appellant

Vs.

Ranjit Singh

.....Respondent

**CORAM:- HON'BLE MR. JUSTICE DEEPAK GUPTA**

Present:- Ms. Manmohan Kaur, Advocate  
for the appellant.

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**DEEPAK GUPTA, J. (ORAL)**

**CM-3834-C-2025:**

This is an application under Section 5 of the Limitation Act read with Section 151 CPC to condone the delay of 66 days in filing the appeal.

2. For the reasons mentioned in the application duly supported by affidavit of appellant Beant Kaur, delay of 66 days in filing the appeal is hereby condoned.

3. Application stands disposed of accordingly.

**Main case.:**

4. Defendant of the suit is before this Court in the present Regular Second Appeal against concurrent findings of the Courts below, inasmuch as suit for specific performance filed by plaintiff Ranjit Singh (*respondent herein*) based upon an agreement to sell dated 30.06.2014, was decreed by the trial Court on 20.10.2023 and the appeal filed by the defendant i.e. *appellant herein* was dismissed by the first Appellate Court on 18.10.2024.



5. Learned counsel for the appellant has been heard at considerable length and paper-book perused.

6. According to the plaintiff-respondent, the defendant- appellant being the owner of the suit property agreed to sell the same vide an agreement dated 30.06.2014 for consideration of ₹4,50,000/- out of which an amount of ₹3,03,000/- was paid as earnest money. Balance sale consideration was agreed to be paid at the time of execution & registration of the sale deed, for which 30.12.2015 was agreed to be the target date, which was later extended to 30.06.2016 with mutual consent of the parties. Plaintiff pleaded that he was always ready and willing and still ready and willing to perform his part of contract and even appeared in the office of Sub-Registrar, Moga on the target date as extended between the parties along with the balance sale consideration but defendant failed to do so.

7. Defendant opposed the claim by denying the execution of the agreement. It was alleged that husband of the defendant was addicted to intoxicants and he had obtained signatures of the defendant on blank papers and then in connivance with the plaintiff, a false agreement was prepared on the said blank signed papers and therefore, she prayed for dismissal of the suit.

8. Necessary issues were framed. Evidence produced by the parties was taken on record. Both the Courts below disbelieved the stand of the defendant and as such, the judgment of the trial court decreeing the suit, was affirmed by the first Appellate Court.

9. Assailing the concurrent findings, it is contended by learned counsel that Courts below failed to appreciate the aspect that alleged agreement (Ex.P1) and its endorsement (Ex.P2) were not proved, as the witnesses denied any transaction in their presence.



10. After perusing the entire paper-book, this Court does not find any merit in the contention. It will be apt to reproduce the relevant observations made by the first Appellate Court which read as under:

“15. After hearing the learned counsel for the parties, I am of the view that no doubt, it was for the plaintiff/respondent to prove the due execution of agreement Ex.P1 and its endorsement Ex.P2 by examining its witnesses. However, respondent has examined PW2 Kuldeep Singh, Namberdar, attesting witness of this agreement and PW3 Jodhajit Singal, Notary Public, who attested this agreement in presence of the parties. Whereas, in their cross examination, they have said no transaction took place between the parties in their presence. However, whatever may have been said by witnesses in their cross examination, but the admission of appellant about execution of this agreement Ex.P1 and endorsement Ex.P2 is the best evidence. Though, appellant herself appeared in the witness box as DW1 and tendered her affidavit in evidence as Ex.DW1/A and she was partly cross examined by learned counsel for the respondent. Since, she did not appear for her further cross-examination inspite of issuance of her warrants, so, her evidence was closed by order by the Court.

16. So, without cross examination, the statement of Beant Kaur cannot be read or used by her to prove her defence. Whereas, respondent can certainly read her evidence and draw benefit out of the same. In her partial cross examination dated 19.09.2023, on second last page, in the last five-six lines, she has admitted it correct that the disputed agreement to sell Ex.P1 was attested by Notary Public Jodhajit Singal in presence of her, her husband, the plaintiff and witnesses by admitting her signatures on agreement to sell Ex.P1 and endorsement Ex.P2 and that it was read over by Notary Public to all of them including her husband and the witnesses. So, appellant cannot wriggle out of her own admission about execution of this agreement to sell. Whereas, she has never said, if her husband was drunkard or used to drink along with the respondent and being under the influence of respondent, her husband got her signatures on blank stamp paper. So, this plea of the appellant taken by her in her



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written statement is washed away by her own admission in her partial cross examination.”

11. The aforesaid observations would reveal that both the attesting witnesses admitted their signature on the agreement (Ex.P1) as well as on its endorsement (Ex.P2), though denied the transaction but the own admission of the defendant (*appellant herein*) established beyond doubt that agreement to sell was attested by the Notary not only in her presence but also in presence of her husband, the plaintiff and the witnesses. She also admitted that the agreement was read over by the Notary Public to all of them including her husband and the witnesses. As such, defendant- appellant could not be allowed to wriggle out from her own admission regarding the execution of agreement to sell.

12. In the fact of aforesaid concurrent findings returned by the Courts below, which are based upon proper appreciation of evidence on record, this Court does not find any ground whatsoever to interfere therein.

No merits. Dismissed.

All the miscellaneous application(s), if any, stand disposed of.

**(DEEPAK GUPTA)**  
**JUDGE**

**July 09, 2025**

Neetika Tuteja

Whether Speaking/reasoned	Yes/No
Whether Reportable	Yes/No