

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

(i) RSA-2555-2025 (O&M)

Rattan Kaur (since deceased) through her LR and another Appellants

Versus

Harjinder Singh and others Respondents

(ii) RSA-2556-2025 (O&M)

Rattan Kaur (since deceased) through her LR and another Appellants

Versus

Harjinder Singh and others Respondents

Decided on : 28.07.2025

CORAM : HON'BLE MR. JUSTICE VIKRAM AGGARWAL

Present: Mr. Kartik Gupta, Advocate
for the appellants.

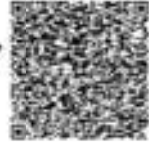
VIKRAM AGGARWAL, J (ORAL)

CM-8788-C-2025 in RSA-2555-2025

Prayer in the present application, filed under Section 151 CPC is for condonation of delay of 253 days in re-filing the accompanying appeal.

Heard.

For the reasons mentioned in the application which is duly supported by an affidavit, the same is allowed and the delay of 253 days in re-filing the accompanying appeal is condoned.



CM-8787-C-2025 in RSA-2555-2025

Prayer in the present application, filed under Section 5 read with Section 14 of the Limitation Act, 1963, is for condonation of delay of 37 days in filing the accompanying appeal.

Heard.

For the reasons, mentioned in the application which is duly supported by an affidavit, the same is allowed and the delay of 37 days in filing the accompanying appeal is condoned.

CM-8796-C-2025 in RSA-2556-2025

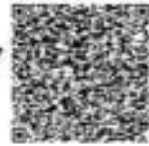
Prayer in the present application, filed under Section 151 CPC is for condonation of delay of 252 days in re-filing the accompanying appeal.

Heard.

For the reasons, mentioned in the application which is duly supported by an affidavit, the same is allowed and the delay of 252 days in re-filing the accompanying appeal is condoned.

**RSA-2555-2025 (O&M) and
RSA-2556-2025 (O&M)**

This judgment shall dispose of the afore-titled two regular second appeals, both directed against the judgment and decree dated 17.05.2024, passed by the Court of Additional District Judge, Hoshiarpur, dismissing the appeals preferred by the appellants against the judgments and decrees dated 23.12.2015, passed by the Court of Civil Judge (Junior Division), Hoshiarpur vide which the suit for recovery of Rs.11,29,687/- filed by Rattan Kaur etc. was dismissed



whereas suit for possession of land, filed by Harjinder Singh was decreed.

2. The dispute in the instant regular second appeals is with regard to land measuring 35 kanals 11 marlas (fully described in the plaint), situated in Village Chak Swana, Tehsil and District Hoshiarpur (hereinafter referred to as 'the suit land'). The owners of the suit land were Rattan Kaur and Kulwant Singh. Notably, Rattan Kaur is the mother of Kulwant Singh.

3. Two suits were instituted, one being Civil Suit No.48 of 2007 instituted by Rattan Kaur and Kulwant Singh for recovery of Rs.11,29,687/- alongwith interest @ 12% per annum against Harjinder Singh. The second suit was Civil Suit No.45 of 2007, filed by Harjinder Singh against Rattan Kaur, Kulwant Singh and one Hansa for possession of the suit land and for permanent injunction restraining the defendants from interfering in the peaceful possession of Harjinder Singh over the suit land.

4. Rattan Kaur and Kulwant Singh shall be collectively referred to as 'the vendors' and Harjinder Singh shall be referred to as 'the vendee'.

5(i). The case set up by the vendors was that Rattan Kaur had appointed her son Kulwant Singh as her general power of attorney holder vide registered GPA dated 19.11.2001. Kulwant Singh entered into an agreement to sell on 20.11.2001 with the vendee qua the suit land and agreed to sell the same @ Rs.2,45,000/- per acre. Rs.1,00,000/- was paid as earnest money. A further sum of Rs.1,00,000/- was agreed to be paid by 20.12.2001 and the balance amount was to be paid on or before 20.05.2002. It was averred that though the rate of the land in the agreement to sell was mentioned as Rs.2,40,000/- per acre but actually it



was agreed at Rs.4,50,000/- per acre.

5(ii). It was averred that the sum of Rs.1,00,000/- was not paid on 20.12.2001 and was instead paid on 07.02.2002. The date for execution of the sale deed was extended to 31.08.2002. A further sum of Rs.50,000/- was paid on 01.05.2002. Rs.40,000/- were paid on 27.08.2002. The date for execution of the sale deed was again extended from 31.08.2002 to 15.10.2002. Endorsements with regard to payments and extensions were duly made at the back of the agreement. Accordingly, a sum of Rs.2,90,000/- was paid.

5(iii). It was further averred that since, on account of non-payment of the amount, the sale deed could not be executed, a fresh agreement dated 02.09.2003 was executed wherein, the vendee admitted his default and agreed to purchase the land @ Rs.4,50,000/- per acre. It was also stipulated that sale deed with respect to 16 kanals of land would be executed upto 01.10.2003 as the amount was required for sending his daughter abroad whereas the sale deed pertaining to the balance land measuring 19 kanals 11 marlas would also be got executed within the period stipulated in the agreement. It was also agreed that the possession of the land would remain with the vendors.

5(iv). It was averred that the sale deed with respect to 16 kanals of land could not be got executed upto 01.10.2003 but was executed on 08.10.2003 @ Rs.2,45,000/- per acre with a view to avoid stamp duty. It was incorporated in the sale deed that the entire sale consideration of Rs.4,90,000/- had been received whereas, as per the agreement dated 02.09.2003, Rs.4,50,000/- was outstanding.

5(v). It was averred that still further, a third agreement dated 19.06.2005



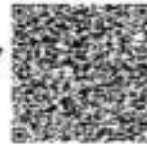
was executed wherein it was admitted by the vendee that a sum of Rs.2,00,000/- was outstanding from the sale deed executed with respect to 16 kanals of land. The sale consideration in respect of land measuring 19 kanals 11 marlas came to Rs.10,99,687/- and by adding Rs.2,00,000/- of the earlier amount, the sale deed would be executed on receipt of Rs.12,99,687/-. On 19.07.2005, sale deed with respect to land measuring 19 kanals 11 marlas was executed. It was mentioned in the sale deed that the entire sale consideration of Rs.5,98,720/- had been received whereas actually no such consideration was passed. Under the circumstances, the suit for recovery was filed.

6.. In the written statement, the defendant/vendee raised certain preliminary objections. Only agreement to sell dated 20.11.2001 was admitted. A stand was taken that the entire payment had been made. It was alleged that the subsequent two agreements claimed to have been executed were infact forged and fabricated documents. It was averred that the sale deeds had been executed on payment of the sale consideration.

7. In the replication, averments made in the written statement were denied and those made in the plaint were reiterated.

8. From the pleadings of the parties, the trial Court framed the following issues in RSA No.2556-2025 (Civil Suit No.48 of 2007):-

- 1. Whether the defendants had entered into an agreement for purchase of land belonging to plaintiff No.1 vide order dated 02.09.2003 for a sale consideration of ₹4,50,000/- per killa ? OPP**
- 2. Whether the defendant No.1 executed another agreement to sell dated 19.06.2005, if so its effect ? OPP**
- 3. Whether the plaintiff is entitled to recover the suit amount as**



prayed for ? OPP

4. Whether the suit is properly valued for the purpose of court fee ? OPP

5. Whether plaintiff has no cause of action to file the present suit ? OPD

6. Whether the suit is not maintainable ? OPD

9 In the suit filed by the vendee, he referred to the agreement dated 20.11.2001 and the two sale deeds dated 01.10.2003 (registered on 08.10.2003) and 19.07.2005. It was averred that on 20.11.2007, the vendors had forcibly entered into the suit land and tried to cut the trees and demolish the tubewell connection installed by the vendee.

10. In the written statement, the vendors took the same stand as they had taken in their plaint with regard to execution of three agreements to sell.

11. In the replication, averments made in the written statement were denied and those made in the plaint were reiterated.

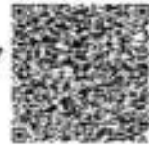
12. From the pleadings of the parties, the trial Court framed the following issues in RSA No.2555-2025 (Civil Suit No.45 of 2007):-

1. Whether the plaintiff is entitled to the relief of possession as prayed for ? OPP

2. Whether the plaintiff is entitled to the relief of permanent injunction as prayed for ? OPP

3. Whether the plaintiff has not come to the court with clean hands and he is not entitled to the relief of possession and injunction ? OPD

4. Whether the suit is properly valued for the purposes of court fee and jurisdiction ? OPD



5. *Whether the suit is not maintainable ? OPD*

6. *Relief.*

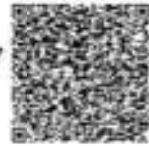
13. Parties led their respective evidence.

14. The trial Court dismissed the suit for recovery and decreed the suit for possession. The vendors preferred appeals against both decisions which too were dismissed leading to the filing of the instant regular second appeals.

15. I have heard learned counsel for the appellants and with his assistance perused the record most of which has been annexed with the appeals itself.

16(i). Learned counsel has strenuously urged that both Courts erred in dismissing the suit for recovery and decreeing the suit for possession. Learned counsel submits that even if the subsequent two agreements are not taken into consideration, for the same were held to be forged and fabricated documents by both Courts, the amount pursuant to the first agreement dated 20.11.2001 (Ex.P1) was not proved to have been paid and that under the circumstances, the suit for recovery deserved to be allowed. Learned counsel further submits that concededly, the possession of the suit land was with the vendors only because the complete amount had not been paid and it had been agreed between the parties that the possession would be delivered only upon payment of the complete amount.

16(ii). Learned counsel has referred to the cross-examination of Harjinder Singh, vendee when he appeared as DW5. It has been submitted that Harjinder Singh stated in his cross-examination that whenever some amount was received, an endorsement as regards the same was made at the back of the agreement. He



submits that if the agreement is perused, it becomes abundantly clear that the total sale consideration was not paid. Learned counsel submits that the decisions of both Courts are not sustainable and deserve to be set aside.

17. I have considered the submissions made by learned counsel for the appellants but find the same to be devoid of merit.

18(i). Both Courts concurrently found that the execution of the subsequent agreements dated 02.09.2003 and 19.06.2005 could not be proved by the vendors. The originals were not produced. One attesting witness Parmail Singh appeared as PW1 but did not appear after his examination-in-chief. One Charan Dass, another attesting witness, appeared as PW3 but admitted in his cross-examination that Kulwant Singh was his brother-in-law and that he was also an attesting witness in both sale deeds dated 01.10.2003 (Ex.D3) and 19.07.2005 (Ex.D1). It was held by the Courts that even though the vendors had been permitted to prove the agreements by way of secondary evidence, they failed to do so. The stamp vendor was also not examined. On the contrary, the vendee examined Sarabjit Singh, Stamp Vendor as DW1 whose name was mentioned on the stamp papers. He produced his registers and submitted that the subsequent stamp papers were not issued by him. He went to the extent of stating that on 19.06.2005, there was a holiday and no stamp paper had been sold. Learned counsel has not been able to even prima facie show that these findings are erroneous. Infact, as noticed, learned counsel referred only to the first agreement dated 20.11.2001 and did not challenge the findings as regards the other two agreements.

18(ii). Coming to the sole argument addressed by learned counsel for the

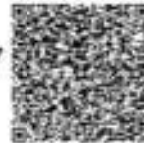


appellant as regards non-payment of the sale consideration, both Courts concurrently found that both registered sale deeds contained stipulations as regards the sale consideration having been paid. The First Appellate Court returned the following findings:-

“Rather in the present case, as it appears from the record, the defendant Harjinder Singh has been successful in proving his case by examining as many as seven witnesses. It is evident from the record that initially sale deed dated 01.10.2003 was registered on 10.3.2003 regarding the land measuring 16 Kanals and the said sale deed was executed by plaintiff no.2 Kulwant Singh, being the attorney of plaintiff no.1 Rattan Kaur for a sale consideration of Rs.4,90,000/- and the said amount has been stated to be already received by the sellers. Further vide sale deed dated 19.7.2005, the plaintiff no.2 Kulwant Singh being attorney of the plaintiff no.1 Rattan Kaur again sold the land measuring 19 Kanals 11 Marlas for a sale consideration of Rs.5,98,720/-, which has already stated to have been received by the seller. Harjinder Singh has been able to prove due execution of the sale deeds by examining DW6 Parminder Singh deed writer, DW4 Manjit Singh, Naib Tehsildar, Bhunga, Krishan Kumar deed writer as DW2. The appellants have rather admitted the execution of the said sale deeds whereas they were claiming the balance sale consideration on the strength of agreements Ex.P1 and Ex.P2, which they have miserably failed to prove on record. It is evidence that the plaintiffs did not move any application before the revenue authorities or before the court challenging the wrong averments in the sale deeds. Once due execution of the sale deed is proved and the sale deed is registered one, it carries a presumption that the transaction is genuine one. In this context I would like to place reliance upon the case law titled as Vimal Chand Ghevarchand Jain & Ors. Vs. Ramakant



Ek Nath Jajoo 2009 (3) Civil Court Cases 220 in which it has been held by Hon'ble Supreme Court of India that where the sale deed is registered one, it carries a presumption that the transaction was a genuine one. This court is of the considered view that when the plaintiffs put their signatures on the sale deeds, then burden of proving non receipt of consideration is upon them. In this context I would like to place reliance upon the case law titled as G.Hampamma Vs. Kartigi Sajjivalada and another 1990 CivCC 545 (Karnataka High Court). Hence the burden is on the plaintiff to prove non receipt of consideration of the sale deeds particularly when the sale deeds have been duly registered and bears the signatures of Kulwant Singh, who is none else, but the son of the plaintiff Rattan Kaur and his attorney. Had there been any wrong written recital in the sale deeds it would have in their knowledge then and there only and they would have objected the registration of the sale deeds. It does not appeal to the mind of the court as to why a prudent man would execute the sale deed, without getting the total sale consideration and the payment of consideration is deferred at a later point of time. Thus, there is no escape from the conclusion that the said agreements Ex.P1 and Ex.P2 were prepared and manipulated at later point of time only to deprive the defendant Harjinder Singh. It is further evident that after sanctioning of mutation, he had applied for loan which was also sanctioned in his favour by two banks and the entries regarding the mortgage is there in the Fard Jamabandi Ex.D8. The plaintiff has miserably failed to prove her entitlement to the amount claimed by her on the strength of the agreements Ex.P1 and Ex.P2, which have already discussed above, have not been proved to be genuine. Rather the defendant Harjinder Singh has been able to prove on the file to be the owner of land measuring 35 Kanals 11 Marlas, which was purchased by him vide two separate registered sale deeds

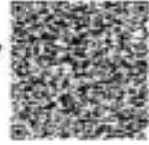


and thus he is entitled to the possession of the said land and the trial court has rightly dismissed the suit of the plaintiff for recovery of Rs.11,29,687/- and has rightly granted the decree of possession in favour of Harjinder Singh. Although there is no dispute with regard to the ratio of law laid down and relied upon by the learned counsel for the appellants, but in view of the facts of the present case, the same are not applicable and are distinguishable.”

18(iii). Learned counsel has not been able to show as to how the aforesaid findings are not sustainable. The First Appellate Court rightly noticed that the first sale deed of 16 kanals of land was for a total sale consideration of Rs.4,90,000/- which was stated to have been received by the vendors. In the sale deed dated 19.07.2005, the total sale consideration mentioned was Rs.5,98,720/- which was again stated to have been received by the vendors. It was rightly noticed that once the due execution of the sale deeds stood proved by way of evidence of DW6 Parminder Singh, Deed Writer, DW4 Manjit Singh, Naib Tehsildar Bhunga, DW2 Krishan Kumar, Deed Writer and the execution of the sale deeds had been admitted by the vendors also, it did not lie in their mouth to say that they had actually not received the sale consideration. It was also rightly noticed that no application had been moved by the vendors before the revenue authorities or before the Court that the stipulations in the sale deeds were erroneous and factually incorrect. It was rightly held that the registered sale deeds carried a presumption that the transaction was genuine. Still further, it is incomprehensible as to if the complete amount had not been paid when the first sale deed was executed why the second sale deed was executed, again mentioning the full

RSA-2555-2025 (O&M) and RSA-2556-2025 (O&M)

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amount.

Viewed from any angle, there appears to be no illegality in the concurrent findings of facts recorded by both Courts.

Consequently, finding no merit in the present appeals, the same are dismissed.

Pending application(s), if any, shall stand disposed of accordingly.

28.07.2025
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(VIKRAM AGGARWAL)
JUDGE

Whether speaking/reasoned
Whether Reportable

Yes/No
Yes/No