



IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

RSA-3708-2025 (O&M)

Beant Singh

. . . . Appellant

Vs.

Bikramjit Singh and Others

. . . . Respondent

Reserved on: 07.11.2025

Pronounced on: 10.11.2025

CORAM: HON'BLE MR JUSTICE DEEPAK GUPTA

Argued by:- Mr. Kaminder Singh, Advocate
for the appellant - defendant.

Mr. G.S. Salana, Advocate for
respondent Nos.1 & 2 – plaintiffs/Caveators.

DEEPAK GUPTA, J.

The defendant Beant Singh is before this Court in the present Regular Second Appeal directed against the judgment and decree dated 09.03.2023 passed by the learned Additional Civil Judge (Senior Division), Fatehgarh Sahib, as affirmed in appeal by the learned Additional District Judge, Fatehgarh Sahib on 09.10.2025, whereby the suit for specific performance of agreement to sell dated 19.06.2018 filed by the plaintiffs – Bikramjit Singh and another (*now respondents*) was decreed.

2. The plaintiffs had filed a suit seeking specific performance of agreement to sell dated 19.06.2018 executed by defendant No. 1 Beant Singh (*appellant herein*) and three others namely, Gurdarshan Singh, Hardeep Singh and Saudagar Singh regarding agricultural land along with allied facilities for a consideration of ₹ 19 lakh per killa, out of which ₹ 16 lakh was paid as earnest money by way of cheques. The date for execution of sale deed was fixed as

20.08.2018. On the said date, the plaintiffs appeared before the Sub-Registrar but the defendant failed to turn up, whereafter the plaintiffs got their presence recorded. Though, Gurdarshan Singh, Hardeep Singh and Saudagar Singh had already executed sale deed in favour of the plaintiffs in respect of land owned by them as per their shares, but defendant No.1 failed to perform his part of the contract despite continued readiness and willingness on the part of the plaintiffs.

3. The defendant - appellant, while admitting his signatures and encashment of the cheques, resisted the suit alleging that the agreement was fabricated by the plaintiffs by taking advantage of his addiction to liquor; that his signatures had been obtained on blank papers; and that no consideration had been received consciously.

4. After framing issues and taking evidence, both the Courts below, after detailed appreciation of evidence, concurrently held that the defendant admitted encashment of cheques for ₹ 16 lakh, thereby acknowledging receipt of earnest money; that his signatures appeared on all pages of the agreement, even on the reverse of stamp papers purchased by him; that no evidence, medical or otherwise, was produced to prove intoxication or incapacity; and that his habitual execution of sale deeds (as reflected in jamabandi Ex.P-8) belied the plea of ignorance or deception. The plea of hardship was also rejected, noting that the defendant's family was financially stable, his son being settled abroad and daughter well-educated, and that the defendant had repeatedly alienated land parcels earlier. Accordingly, the suit for specific performance was decreed, and the first appellate Court dismissed his appeal.

5. **Submissions before this court:** Learned counsel for the appellant has reiterated the very same contentions urged before the lower Courts to the effect that the agreement to sell was forged and fabricated, obtained under intoxication, not executed before a regular deed writer, and that one attesting witness was related to the plaintiff, while another was not fully cross-examined. It is further contended that the non-framing of an issue on hardship vitiates the trial, and that the rate and place of execution, creates suspicion regarding genuineness of the document. It is also urged that execution of sale deed

pursuant to agreement will cause hardship to the appellant and that he is ready to return double the amount of earnest money.

6. ***Per contra***, learned counsel for the plaintiffs (*respondents – caveators before this court*) has supported the concurrent findings, contending that all these pleas were examined threadbare and found baseless; that the defendant's conduct and admissions defeats his plea of fraud, particularly when other co-owners Gurdarshan Singh, Hardeep Singh and Saudagar Singh, who were party to the agreement along with the appellant, have already executed sale deed in favour of the plaintiffs in respect of land owned by them as per their shares; and so, no substantial question of law arises.

7. ***Court Analysis:*** Having heard learned counsel for both sides and perused the record, this Court finds no infirmity in the concurrent findings warranting interference.

8. It is not in dispute that the defendant encashed the two cheques totalling ₹ 16 lakh, forming part of the consideration recited in the agreement to sell. Once receipt of consideration and signatures on the document are admitted, the burden to prove fraud or incapacity squarely shifts upon the defendant. However, the defendant led no cogent evidence to show that he was incapable of understanding the transaction. His own testimony and that of his wife Baljeet Kaur (DW2) negate the plea of signing under intoxication. The finding of both Courts that this defence was a mere afterthought is well-reasoned and founded on record.

9. Non-examination of the scribe does not vitiate execution once attesting witnesses and parties' admissions establish the document. Relationship of one witness to a party is also no ground to discard attestation in absence of proven animus or contradiction. The place of execution being Amloh rather than Fatehgarh Sahib is immaterial, as parties are free to execute contracts at any convenient place. Variation in the rate of land vis-à-vis subsequent sale deeds does not render the agreement invalid.

10. The argument regarding absence of a specific issue is misconceived. The question of hardship is encompassed within the broader issue of entitlement to specific performance. Moreover, the defendant failed to prove any factual hardship, as his continuous sale of other parcels and stable family background negate this plea.

11. The contention that the appellant is willing to refund or even pay double the earnest money cannot be accepted as a substitute for performance of a valid and enforceable contract. Specific performance is an equitable but discretionary remedy governed by provisions of the *Specific Relief Act, 1963*. Once the contract is proved genuine, and the plaintiffs have established constant readiness and willingness, the defendant cannot, by an unilateral offer of refund, defeat their contractual right. It has been consistent position of law that mere readiness to return the advance does not extinguish the plaintiffs’ right to specific performance. Equity does not assist a party who is himself in breach. In the present case, the plaintiffs have been found continuously ready and willing, while the defendant’s default is deliberate. Hence, his offer to refund double the amount is lacking any equitable merit.

12. In view of above discussion, this Court finds that the findings recorded by both Courts below are based on a correct and concurrent appreciation of oral and documentary evidence. No perversity, misreading, or misapplication of law is shown. The settled principle is that concurrent findings of fact cannot be interfered with, in a second appeal unless they are palpably perverse or founded on no evidence. None of these contingencies arise herein.

13. **Conclusion :** Consequently, this Court finds no substantial question of law arising for determination. The appeal is accordingly dismissed. The judgments and decrees passed by the Courts below are hereby affirmed. Pending miscellaneous applications, if any, stand disposed of.

10.11.2025
sarita

(DEEPAK GUPTA)
JUDGE

Whether speaking/reasoned?	Yes/No
Whether reportable?	Yes/No