



IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

RSA-253-1995 (O&M)
Reserved on :- 13.01.2026
Date of Pronouncement:-22.01.2026
Uploaded on:-23.01.2026

Shangara Singh

... Appellant

Versus

Piara Singh

... Respondent

CORAM: HON'BLE MR. JUSTICE VIRINDER AGGARWAL

Argued by :-

Mr. Naresh Dadwal, Advocate
for the appellant.

Mr. Naveen Batra, Advocate
for the respondent.

VIRINDER AGGARWAL, J.

1. The appellant has invoked the jurisdiction of this Court through the present Regular Second Appeal (for short, 'RSA'), assailing the judgment and decree dated 13.12.1994 rendered by the learned District Judge, Hoshiarpur, whereby the judgment and decree dated 29.09.1992 passed by the learned Sub-Judge Ist Class, Hoshiarpur, stood reversed in appeal. The impugned appellate judgment, which unsettled the findings of the trial Court, has been challenged on the grounds of legal infirmity, misappreciation of evidence, and erroneous application of settled principles of law, thereby necessitating scrutiny under Code of Civil Procedure (in short 'CPC').



2. Succinctly encapsulated, the appellant-plaintiff, Shangara Singh, instituted the present suit seeking specific performance of an agreement to sell dated 09.11.1987 pertaining to agricultural land measuring 5 Kanals 9 Marlas. It was asserted that the defendant, being a co-sharer to the extent of half share in the suit property, had validly entered into the aforementioned agreement for a total sale consideration of ₹5,000/-, which stood fully paid to him on the date of execution of the agreement. The parties had mutually stipulated that, for the personal requirements of the defendant, the sale deed would be executed on or before 27.01.1988.

2.1. The plaintiff, in fulfilment of his contractual obligations, issued a notice dated 07.01.1988 calling upon the defendant to appear for execution and registration of the sale deed on 19.01.1988. However, the defendant failed to honour the notice. On the stipulated date, i.e., 27.01.1988, the plaintiff duly presented himself at the office of the Sub-Registrar along with the requisite funds and expenses, but the defendant again absented himself. The plaintiff once more visited the office of the Sub-Registrar on 03.02.1988, yet the defendant did not appear.

2.2. To place his readiness on record, the plaintiff swore an affidavit evidencing his presence before the Sub-Registrar and also dispatched a telegram to the defendant requiring him to execute the sale deed, but all such efforts proved futile. The plaintiff has consistently pleaded and established that he was, and continues to be, ready and willing to perform his part of the contract in terms of Section 16(c) of the Specific Relief Act.

3. In a pointed and categorical rebuttal, the defendant entered contest by repudiating, at the very outset, the very foundation of the plaintiff's claim, asserting that no agreement to sell was ever executed



between the parties and that no sale consideration ever exchanged hands. The defendant maintained that, on 08.11.1987, he along with his daughter was present at the Haryana bus stand awaiting a bus to Amritsar, the place of his posting in the Railways. At that moment, according to him, the plaintiff, accompanied by certain police personnel, allegedly arrived in a police jeep and forcibly took him to Police Station Haryana. It is further his plea that at about 11:00 p.m., one ASI Ram Swaroop, purportedly acting at the behest of the plaintiff, subjected him to severe physical assault. The defendant asserts that under duress, and in the presence of the plaintiff, Narinder Singh (Lambardar), Diwan Singh, and Santokh Singh, he was compelled to affix his signatures on certain documents which, as later disclosed, pertained to the suit property and were engineered to create an appearance of an agreement in favour of the plaintiff. He avers that despite making representations and submitting complaints to the higher authorities regarding the alleged coercion and maltreatment, no remedial action was taken.

4. In the considered evolution of the pleadings, the litigation next advanced to its natural procedural progression. The plaintiff thereafter submitted a replication, wherein he unequivocally repudiated each and every objection, averment, and allegation contained in the written statement, while simultaneously reasserting, in emphatic and unambiguous terms, the foundational pleadings, assertions, and claims articulated in the plaint. This replication served not merely as a formal response but as a comprehensive reaffirmation of the plaintiff's stand, leaving no aspect of the defence case unanswered.

4.1. Upon conducting an exhaustive scrutiny of the rival pleadings and undertaking a meticulous appraisal of the respective positions adopted



by the parties, the learned trial Court deemed it imperative to crystallize the true and substantive controversies requiring adjudication. In the interest of ensuring a structured, disciplined, and jurisprudentially coherent adjudicatory process, and with a view to narrowing the lis to its legally material dimensions, the Court was accordingly pleased to frame the following issues for determination:-

- 1) *Whether the defendant had executed agreement of sale in favour of plaintiff on 9.11.1987? O.P.P.*
2. *Whether the agreement in dispute was result of coercion as alleged? O.P.D.*
3. *Whether the plaintiff has been ready and willing to perform his part of the contract? OPP.*
4. *Whether the defendant had committed breach of agreement, if so to what effect?*
5. *Whether the plaintiff is entitled to specific performance of contract and on what amount? OPP.*
6. *Whether the plaintiff is entitled to alternative relief of recovery of Rs. 5000/- as alleged? OPP,*
7. *Relief.*

5. In the natural sequitur to the framing of issues, both parties were thereafter afforded full, fair, and untrammelled opportunity to adduce their respective oral as well as documentary evidence, each side endeavouring to substantiate its stand in accordance with law. Upon the culmination of the evidentiary process, and after undertaking an exhaustive, calibrated, and judicious evaluation of the entire record coupled with a considered appreciation of the submissions advanced at the Bar the learned trial Court proceeded to render its judgment and decree.



5.1. Aggrieved by the said adjudication, the respondent/defendant preferred an appeal. The learned First Appellate Court, upon an independent and comprehensive re-appraisal of the factual matrix and legal position, allowed the appeal and consequently reversed the judgment and decree passed by the learned Sub-Judge, thereby altering the outcome of the trial proceedings.

5.2. The appellants contend that the Court below failed to undertake a judicious, balanced, and legally informed evaluation of the material on record, thereby rendering conclusions that are unsustainable in law. It is in this backdrop where substantial questions of law of considerable significance arise for authoritative determination that the appellants have approached this Court, inviting its intervention to rectify the alleged infirmities vitiating the impugned decisions.

6. With an air of refined judicial gravitas befitting the appellate forum, it may be observed that the appellants have invoked the jurisdiction of this Court through the present RSA. Upon a careful and *prima-facie* scrutiny of the record, this Court was satisfied that the appeal was not bereft of substance and that it raised arguable, substantial, and legally significant questions meriting a full-fledged adjudication on merits. Consequently, the matter was duly admitted for regular hearing.

6.2. In furtherance thereof, notice was issued to the respondent, who thereafter entered appearance through learned counsel and mounted a vigorous resistance to the appeal at the stage of final arguments. The respondent's counsel, with commendable earnestness, contested both the maintainability and the merits of the appeal, urging that the findings of the First Appellate Court called for no interference.



6.3. Thus, with the rival submissions crystallized and both sides afforded adequate opportunity of being heard, the matter now stands ripe for authoritative and considered determination by this Court.

6.4. With due regard to the principles of thorough and exacting judicial scrutiny, it is imperative to observe that for a comprehensive, balanced, and legally coherent determination of the questions arising in the present Regular Second Appeal (RSA), the entire record of the lower Courts has been summoned and meticulously placed before this Court.

7. With the utmost regard for judicial precision and thoroughness, it is pertinent to state that I have heard learned counsel for the parties at considerable length and have accorded my thoughtful, anxious, and deliberate attention to the submissions advanced, in the contextual framework of the pleadings, the entire corpus of oral and documentary evidence adduced, and the concurrent findings recorded by both the trial and first appellate Courts.

7.1. The record of the lower Courts has been scrutinized with meticulous care, analytical rigor, and exhaustive attention to detail, in its entirety, for the precise purpose of assessing whether the impugned judgments and decrees exhibit any jurisdictional infirmity, patent illegality, manifest perversity, or misappreciation of evidence of such a nature as would legitimately warrant interference by this Court in the exercise of its appellate jurisdiction.

8. As regards the scope of second appeal, it is now a settled proposition of law that in Punjab and Haryana, second appeals preferred are to be treated as appeals under Section 41 of the Punjab Courts Act, 1918 and not under Section 100 CPC. Reference in this regard can be made to the



judgment of the Supreme Court in the case of **Pankajakshi (Dead) through LRs and others V/s Chandrika and others, (2016)6 SCC 157**, followed by the judgments in the case of **Kirodi (since deceased) through his LR V/s Ram Parkash and others, (2019) 11 SCC 317 and Satender and others V/s Saroj and others, 2022(12) Scale 92**. Relying upon the law laid down in the aforesaid judgments, no question of law is required to be framed.

9. With utmost regard for judicial clarity and precision, it is submitted that learned counsel for the appellant has contended that the learned First Appellate Court has reversed the well-reasoned and meticulously recorded judgment of the learned Sub-Judge, doing so without any substantive reasons, and relying solely upon surmises and conjectures. It is manifest on the record that the defendant had voluntarily executed the agreement to sell in favour of the plaintiff, who at all relevant times remained ready, willing, and able to perform his obligations under the contract.

9.2. The plea advanced by the respondent/defendant alleging that the agreement to sell was obtained by coercion finds no corroboration in the record, and no legally admissible evidence has been adduced to substantiate such a claim. The learned First Appellate Court, in its impugned judgment, appears to have relied upon inadmissible material and conjectural reasoning, thereby overlooking the unequivocal and admissible evidence establishing the voluntary execution of the agreement and the plaintiff's consistent readiness to perform.

9.3. In light of the above, it is submitted that the reversal by the First Appellate Court is unsustainable, vitiated by error of law, and calls for rectification, as the findings recorded by the trial Court were based on a



careful and lawful appreciation of the evidence adduced, and there exists no legal or factual justification for their disturbance.

10. With the utmost deference to the submissions advanced, it is contended by learned counsel for the respondent that the judgment of the learned District Judge, Hoshiarpur, is well-reasoned, meticulously recorded, and founded upon a correct and comprehensive appreciation of the pleadings and the entire body of evidence on record. It is further submitted that the findings rendered by the learned District Judge faithfully reflect the legal and factual matrix of the case, and as such, there exists no infirmity, illegality, or misappreciation warranting interference by this Court.

10.1. Learned counsel asserts that the First Appellate Court erred in reversing the trial Court's judgment, as the trial Court had lawfully and judiciously evaluated the documentary and oral evidence, including the execution of the agreement to sell, the readiness and willingness of the plaintiff to perform, and the absence of any cogent evidence of coercion. Consequently, it is submitted that the findings of the trial Court remain unimpeachable in law and fact, and the appeal filed by the appellant lacks merit and ought to have been dismissed.

11. The learned District Judge recorded a finding that the agreement to sell was executed under coercion, noting that the marginal witnesses had deposed that the defendant had lodged a complaint alleging that the agreement had been forcibly obtained and that an inquiry was conducted by the DSP; the defendant placed on record a photostat copy of the complaint submitted to the SSP, Hoshiarpur, marked-A, which contained an endorsement directing the DSP(R) to conduct an inquiry into the allegations. While the defendant's version cannot be treated as an afterthought, the



learned Civil Court ought to have appreciated the evidence adduced by the plaintiff with due care and caution. Although the sale consideration reflected in the agreement to sell is admittedly low relative to the market value of the land, minor discrepancies in the pleadings regarding the timing of payment wherein the scribe stated that the amount was paid at the time of execution while the pleadings suggested otherwise. The learned District Judge also observed certain contradictions in the testimony of witnesses regarding their arrival at the seat of the scribe or the possession of the stamp paper by Piara Singh, with marginal witnesses deposing that they reached at 10:30 a.m., whereas Santokh Singh stated that he arrived around 8–9 a.m., at which time the parties and the Lambardar were already present.

11.1. In the present case, the appellant/plaintiff has unequivocally proved the execution of the agreement to sell by examining the scribe, PW-1 Sukhdev Singh, who corroborated the register entry at Sr. No.132 dated 09.11.1987, and marginal witnesses Narinder Singh-Lambardar and Santokh Singh also testified to the execution of the agreement in favour of the plaintiff. In rebuttal, only the respondent/defendant, Piara Singh, appeared as a witness.

11.2. While the learned First Appellate Court observed that Piara Singh lodged a complaint with the police soon after the execution of the agreement and that an inquiry was conducted, no evidence was placed on record regarding the outcome of the inquiry or whether the allegations contained therein were substantiated, nor was any official documentation produced to indicate the conclusion reached by the police authorities. In the absence of such proof, the alleged coercion cannot be established, and the



execution of the agreement to sell in favour of the plaintiff remains unimpeached and legally enforceable.

11.3. Furthermore, it is contended by the respondent/defendant that at the time he was allegedly taken from Bus Stand, Haryana, by police officials along with the plaintiff, he was accompanied by his daughter, who would have been the most appropriate witness to corroborate his version regarding the events of 08.11.1987; however, the respondent/defendant failed to examine his daughter in this regard. Similarly, though it is alleged that his wife moved an application to the police authorities the very next day, she was not examined to substantiate this claim. In light of these omissions, the finding recorded by the learned First Appellate Court, holding that the agreement to sell Ex.P1 was not executed by the respondent/defendant voluntarily, is unsustainable. As regards the minor discrepancies in the testimonies of witnesses, including the timing of arrival at the seat of the scribe and the sequence of events, these are trivial matters which naturally arise due to the lapse of time and the variances in human perception and memory; such inconsistencies are insufficient to impeach the credibility of the witnesses.

11.4. With respect to the inadequacy of the consideration, it has been observed that the land in question was purchased in 1965 for a sum of ₹2,300, and after nearly 25 years, a transaction for ₹5,000 cannot be deemed unreasonable, especially in the context of a familial arrangement and the payment history evidenced on record; thus, the contention that the consideration is inadequate does not undermine the legality or enforceability of the agreement to sell executed on 09.11.1987.



11.5. The learned District Judge failed to appreciate that the present transaction was a sale between real brothers and that multiple considerations, both tangible and familial, influenced the execution of the agreement. It is established on record that the appellant/plaintiff had paid a sum of ₹5,000 to the respondent/defendant years prior, pursuant to which the defendant had unequivocally promised to transfer the suit land and executed an agreement to sell dated 09.11.1987. Such prior payment and familial context render any assertion of inadequacy of consideration immaterial and cannot cast doubt on the validity of the agreement. The agreement to sell has been conclusively proved through the unimpeached testimonies of the scribe, PW-1 Sukhdev Singh, and marginal witnesses, Narinder Singh-Lambardar and Santokh Singh, while the respondent/defendant has failed to adduce legally admissible evidence to rebut the same. In view of the foregoing, the findings recorded by the learned District Judge are unsustainable. The learned Sub-Judge Ist Class, Hoshiarpur, rightly held that the respondent/defendant executed the agreement to sell in favour of the plaintiff, who remained ready and willing to perform his contractual obligations, thereby entitling him to specific performance of the agreement dated 09.11.1987 in respect of the suit land, fully detailed in the plaint. Consequently, the appeal is allowed; the impugned judgment and decree passed by the learned District Judge, Hoshiarpur, is hereby set aside, and the judgment and decree of the learned Sub-Judge Ist Class, Hoshiarpur, is restored. The suit of the plaintiff is decreed in terms of the decree passed by the learned Sub-Judge Ist Class, Hoshiarpur.



12. Consequent upon the conclusive adjudication of the principal matter, all pending miscellaneous, interlocutory, or ancillary applications, if any, arising out of or connected with the present proceedings, shall stand disposed of by necessary implication. In view of the determinations and conclusions rendered herein, no separate or independent orders are required in respect of such applications, as their continuance has become entirely otiose, academic, and devoid of any further legal consequence.

(VIRINDER AGGARWAL)
JUDGE

22.01.2026

Gaurav Sorot

Whether reasoned / speaking? Yes / No

Whether reportable? Yes / No