



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

**RSA No:- 3794-2000 (O&M)
Reserved on: 24.03.2026
Pronounced on: 08.04.2026
Uploaded on : 08.04.2026**

Hansa Singh (since deceased) through LRsAppellant

Versus

Sandeep KumarRespondent

CORAM: HON'BLE MR. JUSTICE VIRINDER AGGARWAL

Argued by: Mr. Mehar Singh Rai, Advocate
for the appellant.

Mr. Sandeep Jasuja, Advocate
for the respondent.

VIRINDER AGGARWAL, J

1. The present Regular Second Appeal (hereinafter to be referred as "RSA") is directed against the judgment and decree dated 07.08.2000 rendered by the learned Additional District Judge, Ferozepur, whereby the appeal preferred by the respondent-plaintiff was accepted. Consequently, the judgment of the trial court dated 20.02.1998, which had initially dismissed the suit, was set aside, and the suit for recovery was decreed in favour of the respondent-plaintiff.

2. The respondent-plaintiff instituted the present suit for recovery of ₹80,000/- on the basis of an Agreement to Sell dated 24.07.1993 (Ex. P2), alleging that the appellant-defendant agreed to sell land measuring 9 kanals 12 marlas for a total consideration of ₹80,000/-, out of which ₹66,000/- was paid as earnest money. The sale deed was stipulated to be executed on 25.07.1994. It



was further pleaded that the plaintiff remained ready and willing to perform his part of the contract, as evidenced by his appearance before the Sub-Registrar on the stipulated date (Ex. P1). However, as the defendant allegedly lacked clear title to the entire suit land and failed to execute the sale deed, the plaintiff sought refund of the earnest money along with ₹14,000/- as damages.

3. The defendant, upon service of notice, contested the suit by filing a detailed written statement raising preliminary objections as to maintainability. On merits, the execution of the agreement and receipt of earnest money were specifically denied. It was pleaded that the defendant, an agriculturist, had been transacting through the plaintiff's commission agency for over a decade and, in the course of such dealings, his signatures were obtained on blank papers as per prevailing trade practice. It was further alleged that the plaintiff misused such blank signed papers to fabricate a forged agreement after cessation of business relations, as an act of retaliation.

3.1 Upon consideration of the pleadings and rival submissions, the learned Trial Court framed the following issues on 28.05.1997 for adjudication.

1. *Whether the defendant entered into an agreement to sell dated 24.07.1993 in respect of land measuring 9 kanals 12 marlas and received a sum of Rs.66,000/- as earnest money, although he was not the owner of the said land, as alleged? OPP*
2. *Whether the alleged agreement to sell dated 24.07.1993 is a fabricated, false and forged document, as alleged? If so, its effect? OPD*
3. *Whether the suit is not maintainable in the present form? OPD*
4. *Whether the plaintiff has not come to the Court with clean hands? If so, its effect? OPD*
5. *Whether the plaintiff is entitled to recovery of the suit amount, as alleged? OPP*
6. *Whether the plaintiff is entitled to interest? If so, at what rate and to what amount? OPP*
7. *Relief.*

4. Both parties were afforded a full and fair opportunity to adduce evidence in support of their respective claims. Upon conclusion of the trial and



after hearing learned counsel for both sides, the learned Trial Court dismissed the suit. Aggrieved thereby, the plaintiff/appellant preferred an appeal before the learned First Appellate Court, which was allowed.

5. Assailing the findings of the learned First Appellate Court, the appellant/respondent has instituted the present appeal. Upon admission, notice was duly issued, and the respondents entered appearance through counsel and contested the appeal. The records of the courts below are available on DMS for perusal and proper adjudication.

6. Learned counsel for the appellant submits that the appellant–defendant assails the impugned appellate judgment as perverse, on the ground that the learned First Appellate Court failed to duly consider material contradictions in the plaintiff’s evidence. It is contended that the inconsistent versions of PW-2 regarding the financial terms, coupled with PW-4’s withholding of the relevant register, go to the root of the matter. It is further urged that the admitted prior commission-agent relationship adequately explains the possession of signed papers, and that the plaintiff’s failure to establish the source of the alleged cash payment of ₹66,000/- or to verify the Jamabandi renders the transaction inherently doubtful.

7. Per contra, the respondent–plaintiff supports the impugned judgment as legally sound and well-reasoned. It is contended that the admitted signatures on a contemporaneously purchased stamp paper raise a presumption of due execution. The plea of fraud, it is argued, remains a bald and unsubstantiated assertion, lacking in material particulars or corroboration, and that minor discrepancies in testimony, attributable to lapse of time, do not detract from the substantive credibility of the plaintiff’s case.

8. I have heard the learned counsel for the parties at length and have



meticulously scrutinized the evidentiary record and the divergent findings of the Courts below to determine if the impugned judgment suffers from any patent illegality or jurisdictional error warranting interference.

9. 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. Chandrika and others, (2016)6 SCC 157*, followed by the judgments in the case of *Kirodi (since deceased) through his LR V. Ram Parkash and others,(2019) 11 SCC 317 and Satender and others V. 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.

10. The core issue for determination is whether the learned First Appellate Court was justified in reversing the trial court's findings and decreeing the suit for recovery. A careful scrutiny of the record discloses that the Agreement to Sell (Ex.P2) was executed on a stamp paper purchased contemporaneously with the transaction. Crucially, the defendant (DW-1), in cross-examination, unequivocally admitted his signatures on the document, including the endorsement on the reverse.

11. The defendant's plea that his signatures were obtained on blank papers during commission agency dealings that ceased in 1990 is inherently untenable. The stamp paper being of the year 1993 renders such explanation ex facie contradictory. In the absence of any cogent account for subscribing to a 1993 instrument, the defence stands fundamentally discredited.

11.1 Further, the written statement is devoid of material particulars of



fraud or misrepresentation, falling short of the mandate of Order VI Rule 4 CPC. The allegation of misuse remains a bald assertion, unsupported by any complaint or corroborative evidence, and is further weakened by the failure to examine the stamp vendor or produce relevant business records.

12. Conversely, the execution of the agreement stands duly corroborated by PW-2 (Bagga Singh), a marginal witness whose credibility remains unimpeached. Minor inconsistencies in his testimony regarding consideration do not detract from the evidentiary value of his deposition in light of the admitted signatures.

13. The plaintiff's case is further reinforced by the testimony of PW-4, the document writer, who affirmed that the agreement was scribed at the defendant's instance, and PW-3, who proved the passing of consideration. Given the defendant's imperfect title, the grant of recovery in lieu of specific performance is justified. No infirmity is discernible in the findings of the learned First Appellate Court warranting interference.

14. The findings returned by the learned First Appellate Court are primarily predicated upon the irreconcilable contradiction in the appellant-defendant's stance. While the appellant contended that his signatures were obtained on blank stamp papers during the subsistence of business dealings that concluded in 1990, the record demonstrably proves that the stamp paper utilized for the Agreement to Sell (Ex. P2) was purchased on 24.07.1993. Given the admitted cessation of dealings in 1990, the appellant's plea—that the respondent-plaintiff had the opportunity to secure his signatures on a document non-existent until 1993 is rendered factually impossible and legally untenable.

14.1. Furthermore, the respondent-plaintiff has successfully discharged the onus of proving the execution of the instrument by examining the marginal



witness, PW2 Bagga Singh. The credibility of this witness remains unimpeached, as it was neither established that he is related to the plaintiff nor that he harbors any animosity toward the defendant.

14.2. In view of the fact that the appellant-defendant does not dispute the authenticity of the signatures appearing on the agreement, and since the explanation proffered for the same has been found to be palpably false, no ground for interference is made out. The appellant has failed to demonstrate any perversity, illegality, or material irregularity in the impugned judgment that would warrant the exercise of this Court's appellate jurisdiction. Consequently, the appeal, being devoid of merit, is hereby **dismissed** and the judgment and decree dated 07.08.2000 rendered by the learned Additional District Judge, Ferozpur, is affirmed.

15. Consequent to the adjudication of the main appeal, all pending miscellaneous applications, if any, stand disposed of accordingly. No further orders are necessitated in this regard.

(VIRINDER AGGARWAL)
JUDGE

08.04.2026

Saurav Pathania/Gaurav Sorot

(i) Whether speaking/reasoned : Yes/No
(ii) Whether reportable : Yes/No