



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

**RSA-1332-1996 (O&M)
Reserved on :- 21.04.2026
Date of Pronouncement:-29.04.2026
Uploaded on:-30.04.2026**

Balbir Kaur and Others

... Appellants

Versus

Satinderpal Singh and Others

... Respondents

CORAM: HON'BLE MR. JUSTICE VIRINDER AGGARWAL

Argued by :-

Mr. Avnish Mittal, Advocate
for the appellants.

Mr. A.S. Manaise, Advocate
for the respondents No.1 to 4.

VIRINDER AGGARWAL, J.

1. The present Regular Second Appeal (hereinafter to be referred as "RSA") is instituted by the appellants/plaintiffs, being aggrieved by the judgment and decree dated 27.01.1996 passed by the learned Additional District Judge, Hoshiarpur, whereby the well-reasoned judgment and decree dated 03.10.1994 of the learned Sub-Judge IInd Class, Hoshiarpur was set aside. It is respectfully submitted that the impugned judgment suffers from perversity, misapplication of settled legal principles, and erroneous appreciation of evidence on record, resulting in grave

miscarriage of justice, and thus deserves to be set aside with restoration of the decree passed by the learned Trial Court.

2. The brief factual background is that the plaintiff, Smt. Pritam Kaur, claimed to be the widow of late Jagat Singh, who died in June 1984, having four daughters from the said wedlock. It was pleaded that upon his death, the estate was mutated in her and her daughters' names, and that her son Balbir Singh had predeceased Jagat Singh in 1972, whereupon his estate also devolved upon her.

2.1. It was further alleged that, under undue influence of Smt. Parsin Kaur and her sons, defendants No.1 to 3 procured a Will in 1985, later revoked by a subsequent Will dated 02.01.1989. The plaintiff further averred that defendant No.1 induced her to execute a General Power of Attorney, but instead, in collusion with defendants No.4 and 5, got a sale deed executed by misrepresentation at the office of the Sub-Registrar, Hoshiarpur, without disclosing its true nature, by obtaining her thumb impressions on blank/unknown documents.

2.2. The plaintiff asserted absence of consideration, non-delivery of cheque of ₹46,000/-, and subsequent dispossession from her house, which led her to discover the alleged fraud upon verification of revenue records, culminating in the filing of the suit.

3. The defendants, in their written statement, denied all allegations of fraud, misrepresentation, and undue influence, asserting that the plaintiff voluntarily executed the sale deed after understanding its contents. It was pleaded that she herself purchased stamp papers, the document was scribed by a licensed deed writer, and duly registered

before the Sub-Registrar, where she admitted execution and affixed her signatures/thumb impressions on the relevant registers.

3.1. It was further pleaded that the sale consideration was initially tendered by cheque at the plaintiff's request, but subsequently received in cash at her own volition against a duly executed receipt witnessed by independent persons. The defendants maintained that the plaintiff is a literate and capable person, fully aware of the transaction, and the allegations of fraud are baseless. Accordingly, dismissal of the suit was sought.

4. The plaintiff filed a replication, reiterating the averments made in the plaint and controverting the assertions contained in the written statement. Upon a careful and comprehensive appraisal of the pleadings, documentary record, and rival submissions advanced by learned counsel for the parties, the Court framed the following issues for adjudication, so as to ensure a clear, precise, and complete determination of the respective claims and defences:-

1. *Whether the registered sale deed dated 16.9.87 alleged to have been made by Pritam Kaur in favour of Satinder Pal Singh and Maninderpal Singh and Tejinderpal Singh, defendants nos.1 to 3 in respect of the land detailed in the headnote of the plaint is illegal, null and void ab initio being a sham transaction?OPP*
2. *Whether the sale deed dated 16.9.87 is without consideration and thus ineffective qua the rights of the plaintiff in suit land? OPP*
3. *Whether the plaintiff is entitled for a declaration as prayed for? OPP*
4. *Whether the plaintiff is entitled for a decree for possession of the suit land in the alternative? OPP*

5. *Relief.*

5. Both parties were afforded full and fair opportunity to lead evidence in support of their respective claims and defences. Upon conclusion of the trial and after hearing learned counsel for both sides, the learned Trial Court proceeded to decree the suit, recording the following findings and observations:-

“As a sequitur to the findings returned on the issues framed, the learned Trial Court decreed the suit of the plaintiff with costs, holding that the sale deed dated 16.09.1987 is void ab initio, a sham transaction, and wholly inoperative in law. It was further declared that the said instrument does not affect the rights or title of the plaintiff in any manner, and consequently, the plaintiff was held entitled to a decree for possession of the suit property.”

6. Aggrieved by the judgment and decree passed by the learned Trial Court, the respondents/appellants preferred an appeal before the learned First Appellate Court, which, upon reappraisal of the entire evidence on record, allowed the same and reversed the findings, *inter alia* observing that *the learned First Appellate Court, upon reappraisal of the entire evidence on record, arrived at a contrary conclusion. It held that the execution of the sale deed dated 16.09.1987 by Pritam Kaur in favour of the defendant-appellant stood duly proved and that the same was supported by valid consideration. Consequently, the findings recorded by the learned Trial Court on all the issues were found to be unsustainable and were accordingly set aside. The appeal was thus allowed, and the suit of the plaintiff seeking a declaration that the sale deed dated 16.09.1987 is without consideration, illegal, void, and ineffective in conveying valid title was dismissed. The consequential relief of possession, being predicated*

upon the said declaration, was also declined. No other contention having been raised on behalf of the defendant-appellant, the appeal stood allowed in the aforesaid terms.

6.1. Assailing the findings recorded by the learned First Appellate Court, the appellants/plaintiff has preferred the present appeal. Upon admission, notice was issued, pursuant whereunto the respondents entered appearance through counsel and contested the same. The record of the Courts below was requisitioned for a comprehensive examination and due adjudication.

7. I have heard learned counsel for the parties at considerable length and have given anxious and thoughtful consideration to their rival submissions, in the light of the pleadings, the evidence on record, and the concurrent findings recorded by the courts below.

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. During the pendency of the present appeal, the respondents–defendants instituted an application under Order 41 Rule 27 of the Code of Civil Procedure, 1908 (for short “CPC”) seeking permission to adduce additional evidence by way of copies of Jamabandis for the years 1982–83 to 1992–93 and mutation No. 5874, appended as Annexures ‘A-1’ to ‘A-4’. The application is premised on the assertion that, during the trial, the appellant–plaintiff had tendered a copy of the Jamabandi for the year 1982–83 (Ex. PW5/B), which bore reference to mutation No. 8574, while the subsequent Jamabandi for the year 1987–88 (Ex. DX) was produced by the respondents. It is contended that in both these revenue records, Khasra No. 444/3 (0–5), Barani, was erroneously recorded as 443/3 (0–5) Barani and 344/3 (0–5) Barani respectively, whereas the correct Khasra number is 444/3 (0–5) Barani. The said fact, according to the applicants, finds due reflection in the headnote of the plaint, the registered sale deed dated 16.09.1987, and the subsequent writing dated 30.12.1988 evidencing exchange of a portion of non-cultivable land between the parties.

10. It is further averred that the aforesaid clerical inaccuracies in Jamabandis Ex. PW5/B and Ex. DX came to the knowledge of the respondents only recently. Consequently, the production of certified copies of the Jamabandis for the relevant years, along with mutation No. 8574 reflecting the correct Khasra No. 444/3 (0–5) Barani, is sought to rectify the inadvertent error. It is contended that such evidence could not be adduced earlier despite due diligence, as the discrepancy in the revenue entries had escaped the notice of all concerned, including the Courts below.

10.1. The application has been vehemently opposed by the appellant through a detailed reply supported by affidavit, raising preliminary objections as to its maintainability. It is contended that the application is a belated attempt to fill lacunae in the case and constitutes an abuse of the process of Court. It is further asserted that additional evidence under Order 41 Rule 27 of the CPC is permissible only where the applicant demonstrates that, despite due diligence, such evidence could not have been produced at the appropriate stage.

10.2. It is specifically urged that the Jamabandi in question had already been tendered in evidence as Ex. DX, and any alleged discrepancy therein arises from erroneous transcription by the Patwari. The document, having been exhibited after due verification in accordance with law, cannot now be characterized as evidence that could not be produced despite due diligence.

10.3. It is further contended that the documents now sought to be introduced require formal proof through proper verification and examination, which is impermissible at the appellate stage. Moreover, mutation No. 8574 (Annexure A-4) was never produced before the Courts below and cannot be permitted to be introduced at this belated juncture. It is also asserted that the property reflected in Ex. PW5/B pertains to a distinct Khata and Khatauni and, therefore, is unrelated to the present controversy. On these premises, dismissal of the application is sought.

10.4. On merits of the appeal, learned counsel for the appellant has assailed the impugned judgment of the learned First Appellate Court as being vitiated by misappreciation of pleadings and evidence, and founded

upon conjectures and surmises. It is contended that the well-reasoned findings of the learned Trial Court have been reversed without any cogent or legally sustainable basis.

10.5. It is further urged that the learned First Appellate Court failed to appreciate that the parties to the impugned sale transaction stood in a fiduciary relationship, with defendants No. 1 to 3 being in a dominant position vis-à-vis the plaintiff, an elderly and unsophisticated villager. It is argued that the defendants exploited this position to procure execution of the sale deed without full disclosure, thereby vitiating the transaction.

10.6. Learned counsel has emphasized that, in such circumstances, the burden squarely lay upon the respondents–defendants to establish that the sale deed was executed voluntarily, for valid consideration, and with due understanding. It is contended that this burden has not been discharged, particularly in view of the admitted financial incapacity of defendants No. 1 to 3, whose bank account reflected a balance of merely ₹362.10/- at the relevant time, notwithstanding the issuance of a cheque towards the alleged sale consideration.

10.7. It is further submitted that the learned Trial Court had rightly drawn adverse inference from the suspicious circumstances surrounding the transaction, including the fact that the sale deed and the receipt were scribed by two different deed writers. It is argued that, had the transaction been *bona fide*, there was no plausible reason for such an anomaly, particularly when the same scribe could have prepared both documents.

10.8. Additionally, it is contended that the alleged receipt evidencing sale consideration for a tempo is inherently unreliable, as the

sale of the said vehicle is shown to have occurred in 1989, whereas the receipt is dated 10.09.1987, thereby rendering the document manifestly doubtful and unworthy of reliance.

10.9. Lastly, it is urged that the document dated 30.12.1988 (Ex. P-12-88), purportedly evidencing a partition or arrangement concerning immovable property exceeding ₹100 in value, is compulsorily registrable. In the absence of registration, the same is inadmissible in evidence, and the reliance placed thereon by the learned First Appellate Court constitutes a grave legal infirmity.

11. It is further contended on behalf of the appellants that the application for additional evidence preferred by the respondents is liable to be rejected *in limine*, being manifestly belated and devoid of any satisfactory explanation demonstrating that, despite the exercise of due diligence, such evidence could not have been produced at the stage of trial. It is urged that documents Ex. PW5/A and Ex. DX were duly admitted into evidence after proper verification in accordance with law, and, therefore, any subsequent plea alleging clerical inaccuracies in the Khasra numbers is wholly untenable. On these premises, it is prayed that the appeal be allowed and the application under Order 41 Rule 27 CPC be dismissed.

12. Per contra, learned counsel for the respondents has contended that the application for additional evidence has been necessitated solely to rectify an inadvertent clerical discrepancy in the description of Khasra No. 444/3 (0-5) Barani, the ownership whereof is not in dispute between the parties, and which stands duly reflected in the impugned sale deed as well as in the writing dated 30.12.1988. It is submitted that, in the Jamabandis

exhibited as Ex. PW5/A and Ex. DX, the said Khasra number has been erroneously recorded as 443/3 (0-5) Barani and 344/3 (0-5) Barani respectively, and the proposed additional evidence is intended merely to correct this inadvertent error. It is further contended that the respondents have duly established the execution of the sale deed by the appellant-plaintiff in their favour, and that the passing of consideration stands conclusively proved through the receipt evidencing payment to Smt. Pritam Kaur, the appellant-plaintiff.

13. It is further urged that the learned First Appellate Court has undertaken a proper and comprehensive appreciation of the pleadings and evidence on record, and has rightly reversed the findings of the learned Trial Court, which were predicated upon conjectures and surmises. The impugned judgment and decree, it is submitted, do not warrant any interference in the present appeal.

14. Elaborating further, learned counsel for the respondents submits that it has been their consistent case from the inception that they were possessed of sufficient cash at the time of execution of the sale deed. However, Smt. Pritam Kaur declined to accept the consideration in cash at the office of the Sub-Registrar, citing impracticality in carrying a substantial sum, and instead insisted upon payment by way of cheque.

14.1. In compliance therewith, a cheque towards the sale consideration was issued in the presence of the Sub-Registrar, and the particulars thereof, including the cheque number and amount, were duly incorporated in the endorsement of registration of the sale deed, evidencing its delivery to the appellant-plaintiff.

14.2. It is clarified that it was never the case of the respondents that the requisite funds were already available in their bank account; rather, it was conveyed to Smt. Pritam Kaur that the amount would be deposited for encashment of the cheque. Subsequently, upon her insistence on payment in cash, the consideration amount was paid in cash on the following day, the cheque was returned, and a receipt acknowledging such payment was duly executed, which stands proved on record through the testimony of the marginal witnesses. The execution of the sale deed itself has been duly established through the evidence of the deed writer and attesting witnesses.

14.3. It is further contended that the witnesses examined on behalf of the appellants–plaintiffs are closely related and interested, and their testimonies were rightly disbelieved by the learned First Appellate Court for want of credibility.

14.4. With regard to the alleged sale of the tempo, it is submitted that the same, along with payment evidenced through receipt Ex. D2, has been duly proved by the testimony of Jaswant Singh, and the learned First Appellate Court has correctly placed reliance thereon. As regards the writing dated 30.12.1988, it is contended that even if the same is assumed to be compulsorily registrable, it remains admissible for collateral purposes. Accordingly, it is prayed that the application for additional evidence be allowed and the present appeal be dismissed.

14.3. Insofar as the prayer for adducing additional evidence is concerned, it is not in dispute that the appellant–plaintiff is the owner of Khasra No. 444/3 (0–5) Barani. Although the said Khasra number has

been variously and erroneously described in certain documents already forming part of the record, the identity and ownership thereof remain unequivocally admitted between the parties in the present lis. In such circumstances, the proposed additional evidence, sought merely for the purpose of rectifying a clerical inconsistency, does not bear any material significance for the adjudication of the controversy. The issues arising in the present appeal can be effectively and conclusively determined without recourse to the Jamabandis Ex. PW5/A and Ex. DX, clarification whereof is sought. Accordingly, the application filed by the respondents–defendants under Order 41 Rule 27 of the CPC is devoid of merit and stands dismissed.

15. With regard to the contention advanced by learned counsel for the appellant–plaintiff that the respondents–defendants stood in a fiduciary relationship with the appellant and were, therefore, in a position to dominate her will, it is contended that the burden of proving the due execution of the sale deed and the passing of valid consideration rested upon the defendants. Though the respondents have refuted the existence of any such fiduciary relationship and have sought to establish that they were not residing with Smt. Pritam Kaur at the time of execution of the sale deed, and that their residence in her village commenced subsequently, even assuming, arguendo, that such a relationship did exist and that the onus lay upon the respondents–defendants, the entirety of the evidence adduced by them must nonetheless be evaluated in its proper perspective.

16. The learned First Appellate Court has, upon a meticulous appraisal of the evidence, recorded a categorical finding that the execution

of the sale deed stands duly proved through the testimonies of the marginal witnesses, namely Piara Singh and Lambardar Arjun Singh. It has been observed that no animus or enmity whatsoever has been alleged or established against Arjun Singh vis-à-vis Smt. Pritam Kaur. Similarly, Piara Singh, though related to Smt. Pritam Kaur as the son of the brother of her husband, has not been shown to be inimically disposed towards her. In contrast, the witnesses examined on behalf of the appellant–plaintiff, namely Amrik Singh and Chanan Singh, were found to be closely related and interested witnesses. The learned First Appellate Court, for cogent and convincing reasons, discarded their testimonies as unreliable, particularly noting their selective and improbable recollection of dates and events.

17. The learned First Appellate Court has rightly observed that Amrik Singh's ability to precisely recall the date of his alleged visit to the Court on 16.09.1987 an event occurring more than five years prior to his deposition while simultaneously failing to remember the date of his father's death, which had occurred merely two years earlier, renders his testimony inherently unreliable and indicative of a tutored or procured witness. A similar infirmity was found in the testimony of the other witness, who, despite being unable to recall the date of a significant national event, namely the assassination of the then Prime Minister, claimed to remember with exactitude the date of his casual visit to the Court complex. Furthermore, both witnesses were found to have contradicted in stating the name of the counsel engaged in the proceedings, and no evidence was led to substantiate that any litigation involving them

was actually pending, necessitating their presence in the Court complex on the said date.

17.1. In view thereof, the learned First Appellate Court rightly concluded that the testimonies of the appellant's witnesses were unworthy of reliance, and that the learned Trial Court had erred in placing reliance thereon. Conversely, the exclusion of the testimonies of the deed writer, Surjit Singh, and the marginal witnesses, Piara Singh and Arjun Singh, by the learned Trial Court was found to be unsupported by any cogent reasoning. The deed writer, an independent and professional scribe, duly proved the execution of the sale deed by producing the relevant register entries bearing the signatures of the appellant-plaintiff, and categorically deposed that the contents of the document were read over and explained to her, whereupon she admitted the same and appended her signatures thereto.

18. It is the specific case of the appellant-plaintiff that she never executed the impugned sale deed and that her signatures were obtained thereon under the pretext of executing a general power of attorney. In paragraph 7 of the plaint, the plaintiff has averred as under:-

"That after about two years, the defendant No.1-Satinder Pal Singh, approached the plaintiff that the plaintiff should give a general power of attorney in his name so that he could effectively look after the manager her property. With this understanding, he brought the plaintiff to Hoshiarpur. At that time the defendants No.4 and 4 had also come to Hoshiarpur. In the Courts, they were stealthily got the sale deed in respect of the property mentioned in the head note of the plaint from the plaintiff. At that time neither of the defendants had told the plaintiff that

they want to get the sale deed registered from her in respect of the property mentioned in the head-note of the plaint. It was rather told to her that Satinder Pal Singh-defendant is getting only the power of attorney for management of the property. The plaintiff was made to sit outside the office of Sub-Registrar, Hoshiarpur, and there her thumb impressions were obtained on certain papers. It seems that the defendants No.1, 4 and 5 had connived among themselves and wanted to forge a registered sale deed dated 16.09.1987, copy of which is attached herewith. Defendant No.1, who had signed the sale deed in question, on his own behalf as well as on behalf of defendants No.2 and 3, did not pay even a single penny to the plaintiff. The defendant No.1 also did not hand over any cheque number PYR-709674 account payee of Punjab National Bank, Railway Road Hoshiarpur dated 16.09.1987 of an amount of ₹46,000/-. It may be mentioned here that this cheque was never got encashed by the plaintiff from the said bank, as the same had never been handed over to the plaintiff. The plaintiff has now come to know that even at the time of issuing the said cheque, there was no money in the bank in the name of defendants No.1 to 3. The sale deed being without consideration, is illegal, null and void, and void ab initio and is ineffective qua the rights of the plaintiff in the suit land and is a sham transaction.”

19. A plain and meaningful reading of the aforesaid averments in the plaint unequivocally demonstrates that the categorical case set up by the plaintiff is that the impugned sale deed was procured by way of misrepresentation and that no valid consideration ever passed in respect thereof. The foundation of the plaintiff's challenge, therefore, rests upon allegations of vitiating factors affecting the execution of the instrument, coupled with a denial of the essential element of consideration.

19.1. In response thereto, defendants No. 1 to 3, in para No.7 of the written statement, have traversed the said allegations and pleaded as under:-

"This para is wrong and is denied. The story propounded in this para of the plaint is totally false and baseless. No question of executing any power of attorney even arose. The plaintiff purchased the stamp for execution of the sale deed. She herself got the same scribed, signed the same after hearing it and admitting it as correct. She even signed the register of the scribe. It was she who showed her intention to execute the sale deed and have the same registered. There never arose any question of misleading or misrepresentation. She presented the sale deed before the Sub Registrar. It was read over to her. She admitted the same as correct and signed the same. It was then that it was attested. She voluntarily signed the same. There is no question of any connivance or forgery. The witnesses were of the choice of the plaintiff. So was the scribe. Before execution of the sale deed plaintiff wanted and indicated that the sale money should be given to her by cheque as she did not want to have the same in cash in the office of Sub Registrar. It was so done though defendants had cash money with them. They told her that money will be deposited in the bank to enable her to encash the cheque. It is the very next day that she changed her mind and returned the cheque to the answering defendants and got the sale price in cash and executed a receipt for the same duly scribed and witnessed by two respectables. Photocopies of the sale deed and receipt dated 17.09.1987 duly signed by the plaintiff are attached. The cheque was handed over to the plaintiff before the Sub Registrar. It was not encashed under above circumstances. The plaintiff very well knew above facts even before execution of the sale deed. The sale deed is for consideration, legal and not at all null and void. The plaintiff is bound by the same and

answering defendants are now owners in possession of the land in dispute. No part of this para of the plaint to the contrary is admitted.”

20. When the plaintiff entered the witness box in substantiation of her case, she deposed in detail with respect to the circumstances allegedly culminating in the execution of the impugned sale deed, stating as under:-

"Satinder Singh, defendant No.1, represented to me that in old age it is difficult for him to go to Girdawars and Patwari for managing the property. Therefore, I should give a power of attorney to him. The defendant No.1 brought me to Tehsil complex for the purpose of getting power of attorney executed from me. In the tehsil complex, I met Amrik Singh and Jarnail Singh of my parental village Benchha, they inquired from me the purpose of my coming to tehsil complex. I told them that I have come for giving power of attorney to my daughter's son. I was not disclosed about the contents of the documents which was got executed by defendant No.1 to me. I was only represented that a power of attorney is going to be taken from me. No cheque or cash amount was given to me at the time of execution of the said power of attorney. The defendants No.1 to 3 lived with me even after getting the power of attorney from me and has been going to their village also about one and a quarter years after the alleged power of attorney, I demanded money for my personal expenditure from defendant No.1 and he then asked me that she was nothing to get from him as she is no longer owner of anything.”

21. A careful juxtaposition of the pleadings and the testimony of the plaintiff reveals material inconsistencies which go to the root of her case. In paragraph No. 7 of the plaint, as reproduced here-in-above, the plaintiff has averred that she was made to sit outside the office of the Sub-Registrar, Hoshiarpur, where her signatures were allegedly obtained on

certain documents. However, during her cross-examination, she materially deviated from this stand and deposed that Amrik Singh and Chanan Singh met her while she was seated at the desk of the deed writer. She further stated that she was unaware as to whether the scribe was a Sikh or a Hindu and, although she did not categorically deny having signed the register of the deed writer, she feigned ignorance in that regard.

21.1. Significantly, both the witnesses, namely Chanan Singh and Amrik Singh, have also deposed that they met the plaintiff while she was seated at the desk of the deed writer. This version is in direct contradiction to the plaintiff's pleaded case that she was made to sit outside the office of the Sub-Registrar and that her signatures were obtained thereon under deceptive circumstances.

21.2. In contradistinction, the respondents-defendants have adduced cogent and convincing evidence to establish the due execution of the sale deed by Smt. Pritam Kaur. The deed writer has unequivocally deposed that the sale deed was scribed at her instance, was read over and explained to her, and that she, after admitting the contents thereof to be correct, appended her signatures thereto.

21.3. The marginal witnesses have also consistently supported the case of the defendants by affirming the execution of the sale deed by the plaintiff. Furthermore, the sale deed being a registered instrument carries with it a statutory presumption of due execution. In the present case, the endorsement made by the Sub-Registrar on the reverse of the sale deed explicitly records the receipt of consideration by way of cheque, including the particulars thereof, by the appellant-plaintiff.

21.4. In light of the aforesaid evidence, it cannot be said that the learned First Appellate Court committed any error, much less a perversity, in its appreciation of the pleadings and evidence. The conclusion arrived at by the learned First Appellate Court—that the sale deed was duly executed by Smt. Pritam Kaur upon receipt of the cheque towards sale consideration is both plausible and legally sustainable.

21.5. Insofar as the passing of sale consideration is concerned, the learned First Appellate Court has accepted the version of the respondents—defendants, notwithstanding the finding that the defendants did not have sufficient funds in their bank account at the relevant time and that the receipt was scribed by a different deed writer, namely Dilbagh Singh, who was not examined.

22. The learned Trial Court, however, appears to have misdirected itself by overlooking the specific pleadings in the written statement. A perusal thereof makes it abundantly clear that it was never the case of the respondents—defendants that the consideration amount was lying in their bank account at the time of execution of the sale deed. Rather, their consistent stand has been that they were possessed of the requisite cash and had assured the appellant—plaintiff that the amount would be deposited in the bank account for the purpose of honouring the cheque.

22.1. The respondents—defendants have further substantiated their case by examining the marginal witnesses to the receipt, who have deposed that on 17.09.1987, Smt. Pritam Kaur, after initially accepting the cheque, received the sale consideration in cash and, in acknowledgment thereof, executed a receipt. The learned Trial Court disbelieved the said receipt primarily on the grounds that the signatures of Smt. Pritam Kaur were not

affixed across the revenue stamp and that the receipt had been scribed by a different deed writer.

23. The said reasoning, in the considered view of this Court, is unsustainable. The receipt stands duly proved on record through the testimony of its marginal witnesses. The fact that it was scribed by a different deed writer does not, by itself, constitute a suspicious circumstance. On the contrary, it lends credence to the authenticity of the transaction. Had there been any intention to perpetrate fraud or misrepresentation, it would have been far more convenient to incorporate a recital within the sale deed itself indicating prior receipt of consideration, or to have the receipt scribed by the same deed writer so as to limit external involvement. Human conduct, in matters involving illegality or fraud, ordinarily tends towards minimizing the number of persons privy to such acts.

23.1. Thus, the mere factum of the receipt having been prepared by a different scribe cannot be construed as indicative of any infirmity. The learned First Appellate Court has, therefore, rightly reversed the findings of the learned Trial Court on this aspect.

23.2. With regard to receipt Ex. DW-7/A, the learned Trial Court disbelieved the same on the premise that the vehicle in question was transferred in the records of the District Transport Officer (DTO) in the year 1989, thereby rendering it improbable that a receipt could have been issued in the year 1987.

23.3. However, Jaswant Singh, an independent witness having no animus against the appellant–plaintiff, has categorically deposed that he purchased the tempo bearing registration No. PBH-3090 for a sum of

₹48,750/- from Satinder Pal Singh and that a receipt (Ex. DW-7/A) was issued upon payment of the said amount.

23.4. It is a matter of common knowledge that transactions involving sale of vehicles are often effected through private arrangements between the parties, and the formal transfer of registration in official records is frequently undertaken at a later stage, sometimes after considerable delay. The statutory requirement of effecting transfer within a stipulated period is, in practice, not always strictly adhered to.

25. The Court must remain cognizant of such prevailing societal practices while appreciating evidence. Consequently, receipt Ex. DW-7/A cannot be discarded solely on the ground that the formal transfer of the vehicle in official records took place at a later point in time.

26. In view of the foregoing analysis, the receipt dated 10.09.1987 sufficiently establishes that Satinder Pal Singh possessed adequate financial capacity to meet the sale consideration. The learned First Appellate Court has rightly appreciated this aspect, and no illegality, infirmity, or perversity can be discerned in the findings so recorded.

27. With regard to the contention advanced by learned counsel for the appellants that the writing dated 30.12.1988 is inadmissible in evidence on the ground that it constitutes an exchange deed relating to immovable property of a value exceeding Rs.100/-, the same is devoid of merit.

28. A careful consideration of the record reveals that the said writing was not adduced in evidence with a view to asserting or establishing title over immovable property. Rather, it was tendered for the limited and collateral purpose of demonstrating that Smt. Pritam Kaur had due knowledge of the execution of the sale deed in favour of the

respondents-defendants, and that the property comprised in Khasra No.444/3 (0-5) had already stood transferred to them. This inference is fortified by the fact that, under the said writing, land forming part of the aforesaid khasra number was subsequently exchanged with other land owned by Smt. Pritam Kaur.

28.1. In this backdrop, the document is clearly admissible for collateral purposes in terms of Section 49 of the Registration Act. The learned First Appellate Court has, therefore, rightly relied upon the said writing for the limited purpose of establishing the knowledge and conduct of Smt. Pritam Kaur with respect to the prior transaction, and no illegality can be attributed to such reliance.

29. As regards the submission that the writing dated 30.12.1988 reflects an exchange of six marlas of land in Khasra No.444, whereas the impugned sale deed pertains to five marlas in Khasra No.444/3, it is to be noted that even if such discrepancy is assumed, the same does not advance the case of the appellants.

29.1. Be that as it may, the present lis does not pertain to the enforcement or validity of the writing dated 30.12.1988. It is also not in dispute between the parties that the area of Khasra No.444/3 sold vide sale deed dated 16.09.1987 measures 05 marlas. Consequently, any minor inconsistency in the area mentioned in the subsequent writing does not impinge upon the validity or effect of the sale transaction in question. This writing was proved in evidence just to show that Smt. Pritam Kaur was having knowledge that she has transferred ownership of land in Khasra No.444/3 (0-5).

29.2. Learned First Appellate Court has properly appreciated evidence and pleadings and by recording well reasoned findings has rightly allowed the appeal. Findings no merits in appeal, appeal stands dismissed and decree and judgments of learned First Appellate Court stand confirmed.

30. In view of the foregoing discussion, and consequent upon the final adjudication of the principal controversy, all pending miscellaneous or interlocutory applications, if any, arising out of or connected with the present proceedings, shall stand disposed of by necessary implication. No separate orders are warranted in respect thereof, the same having been rendered infructuous.

29.04.2026
Gaurav Sorot

(VIRINDER AGGARWAL)
JUDGE

Whether reasoned / speaking? Yes / No

Whether reportable? Yes / No