

**In the Court of Ms. Geeta Rani,
Additional Civil Judge (Senior Division), Phul**

CNR No. PBBTB00003302019

Case No. CS/260/2019



Presented on : 10-07-2019

Registered on : 10-07-2019

Decided on : 23-03-2026

Jaspal Kaur wife of Harnek Singh son of Jalou Singh resident of
Seriawala, Tehsil Phul, District Bathinda.

.....Plaintiff

VERSUS

1. Iqbal Singh son of Tehal Singh son of Ranjit Singh
2. Sarabjit Kaur wife of Iqbal Singh son of Tehal Singh
3. HDFC Bank Limited Bhagta Bhaika, Tehsil Phul, District Bathinda
through Bank Manager.

.....Defendant

SUIT FOR SPECIFIC PERFORMANCE

AND

IN ALTERNATIVE SUIT FOR RECOVERY

AND

SUIT FOR DECLARATION

AND

SUIT FOR PERMANENT INJUNCTION

Present: Sh. PK Garg Advocate counsel for plaintiff.
Sh. Gaurav Garg Advocate counsel for defendant No. 1.
Sh. Satpal Garg Advocate counsel for the defendant No. 2.
Defendant No.3 exparte.

JUDGMENT:-

1. The present suit has been filed by the plaintiff for 4 reliefs out of which the primary relief is sought for specific performance of an agreement of sell dated 26.12.2018, another relief is for recovery of the double amount of the earnest money of Rs. 4,27,500/- alongwith interest @ 18% per annum in alternative, third is relief for declaration that transfer deed bearing No. 467 dated 06.08.2019 and mutation No.8984 dated 29.10.2019 sanctioned on the basis of said transfer deed is null and void and the fourth and last relief is for permanent injunction for restraining the defendants No.1 and 2 from transferring the property under the agreement without her consent and without orders of the Court.

2. The above mentioned reliefs are sought on the ground that defendant No.1 Iqbal Singh was owner in possession of 3 kanal 0 marla of property comprised in Khatuni No.139/336 Khasra No. 2096min (3-0) situated within the area of village Seriawala, Tehsil Phul, as per jamabandi for the year 2017-18. He executed an agreement of sale of said property along-with all the rights of passage, water, water channel, trees and right

of using the water by turn in favour of the plaintiff on dated 26.12.2018 for a sale consideration of Rs. 5,50,000/- in the presence of witness Sukhdev Singh son of Bikkar Singh and Jagjit Singh son of Raj Singh. On the date of execution of agreement of sale defendant No.1 received Rs. 4,27,500/- in cash as earnest money. He himself purchased the stamp papers and the agreement was got scribed from Advocate Sh. Prabhdyal Singh Sidhu, who also put his attestation on the said agreement. However, despite various request made by the plaintiff, defendant No.1 did not agree to fulfill the terms of the agreement of sale and kept the matter on, on one pretext or the another.

3. As per the terms of the agreement the plaintiff approached to the Office of Joint Sub Registrar Bhagta Bhaika on dated 26.06.2019 i.e. date fixed for execution and registration of sale deed in terms of agreement and remain present there but defendant did not appear till evening, so, after waiting there from morning till evening the plaintiff got mark her presence before the Executive Magistrate.

4. After 26.06.2019 also the plaintiff approached to the defendant No.1 and requested him for execution and registration of the sale deed in terms of agreement of sale but the defendant No.1 did not pay heed to her request.

5. Thereafter, during the pendency of the case and despite the stay order passed against him in the present case, defendant No.1 transferred his property in favour of his wife namely Sarabjit Kaur

through transfer deed No. 467 on dated 06.08.2019 with intention to dupe the plaintiff and to cheat the Court.

6. She was not aware about the said fact earlier but came to know about the said transfer made by defendant No.1 in favour of his wife when plaintiff came to Fard Centre Bhagta Bhaika for obtaining the details of the land agreed to be purchased by her. She also came to know that by taking advantage of the transfer deed and the mutation sanctioned in her favour, Sarabjit Kaur (defendant No.2) had succeeded in mortgaging the said property with HDFC Bank, Branch Bhagta Bhaika. Since the transfer has been made during the pendency of the case, so, the principle of lis pendence as per Section 52 of the Transfer of Property Act 1882 applies.

7. The plaintiff is not bound by the transfer made by the defendant No.1 in favour of defendant No.2 and the said transfer deed executed by defendant No.1 is invalid and entitled to be set aside.

8. The defendants are threatening her that they will part with the property which is under the agreement. A week before filing of the present case, defendants attempted to transfer the property under the agreement to some co-villager by obtaining the earnest money from her but due to timely intervention of the plaintiff, the deal could not finalize. However, they threatened her that on obtaining the suitable occasion, they will alienate the property to some other person. If, the defendants succeeds in their evil design, then she will suffer irreparable loss, which cannot be

compensated in terms of money and it further will lead in the multiplicity of the litigation. So, she constrained to file the present suit.

9. Upon notice of the suit, defendants filed their separate written statement.

10. Defendant No.1 has denied the fact that he is owner in possession of the property mentioned in the head note of the plaint rather it is stated that defendant No.2 Sarabjit Kaur is owner in possession of the suit property as per transfer deed No.467 dated 06.08.2019. He has also denied the factum that he has ever executed agreement of sale dated 26.12.2018 in favour of the plaintiff. He has challenged the locus standi of the plaintiff to file the present suit and has asserted that the suit of the plaintiff is not maintainable and plaintiff is estopped from his act and conduct to file the present suit.

11. He has also challenged the suit of plaintiff on the ground that the plaintiff has not come to the Court with clean hands and she has not affixed the proper court fee as per the relief claimed by her. It is also agitated that the suit is not filed as per the provision of the CPC.

12. By challenging the validity of the agreement dated 26.12.2018, he has asserted that the said agreement is unregistered and unstamped document which cannot be read into evidence. Further, the said document is asserted to be forged and fabricated document which is prepared by hatching conspiracy with marginal witnesses and scribe in order to harass him.

13. He has also denied the fact of receiving of earnest money from the plaintiff. He claimed that he was friend of Harnek Singh, who is the husband of plaintiff. Both of them reposing trust on each other. In the year 2017-18, he indulged in habit of consuming drugs and for the purpose of purchasing drugs, he use to take loan from Harnek Singh in cash.

14. In the year 2017, he obtained Rs. 10,000/- from Harnek Singh by visiting at Kot-kapura, where Harnek Singh was giving his services. Thereafter, in the same year, he again took loan of Rs. 20,000/- in cash on two occasion at different intervals i.e. total Rs. 40,000/-.

15. Thereafter, he took a loan of R.s 10,000/- in cash on 26.12.2018. On the said date Harnek Singh obtained a signed blank stamp paper of Rs. 2000/- from him as security of the repayment of the above mentioned loan amount. The payment of the stamp fees was made by Harnek Singh himself and assured him that when he will receive the entire payment with interest from him, then, he will return the said stamp papers to him.

16. Thereafter, in the year 2018 his family members admitted him at the De-addiction Centre at Ganganagar. He has been taken treatment from Delhi also.

17. Thereafter, in the year 2019, he returned the entire amount of loan with interest to Harnek Singh after visiting his house in the presence of witnesses Jaspal Singh son of Joginder Singh and Nachattar Singh son

of Balvir Singh. He asked for return of the blank stamp papers but the plaintiff did not return the said blank stamp paper on the pretext that same is misplaced somewhere at home and he will return him after tracing out the same. After that he made repeated request to the plaintiff to return the said blank stamp papers but the plaintiff kept on making excuses on one pretext or on the other with intention to cause loss to him.

18. He also claimed that in the year 2018, the value of the land in the village Seriawala was around Rs. 25,00,000/- per acre, so, question of selling 3 kanal of land at a throw away price of Rs. 5,50,000/- does not arise at all. He came to know about the said agreement after appearing in this case.

19. He has also disclosed that a suit in *forma pauperis* was filed by defendant No.2 against him in which the matter was settled between him and defendant No.2. In accordance with the terms of the settlement, he had transferred land measuring 43 kanals 11 marlas through a registered transfer deed bearing No. 467 in favour of defendant No.2 for the purpose of maintenance of defendant No.2 and their children. Hence, the principle of lis pendense as per Section 52 of the Transfer of Property Act 1882 does not apply.

20. He has not connived with revenue officials and being the owner of the property, he was having every right to deal with the same as per his desire. The plaintiff has made a false and concocted story.

21. Denying rest of the averments of the plaintiff, a prayer for

dismissal of the suit with special costs of Rs. 50,000/- under Section 35-A of CPC is made by him.

22. Defendant No.2, while filing her written statement has supported the pleadings of defendant No.1 and has reiterated the entire pleadings of defendant No.1. She has also prayed for dismissal of the suit with special costs of Rs. 50,000/- under Section 35-A of CPC.

23. Upon notice, defendant No.3 failed to appear and upon his failure to come present before this Court, he was proceeded against exparte.

24. From the pleading of the parties, following issues were framed vide order dated 19.10.2021;

1. Whether the plaintiff is entitled to the relief of specific performance of agreement to sell dated 26.12.2018 as prayed for?OPP
2. Whether the plaintiff is entitled to the injunction, as prayed for?OPP
3. Whether the plaintiff is still ready and willing to perform her part of contract?OPP
4. Whether the suit of the plaintiff is not maintainable in the present form?OPD
5. Whether the plaintiff has no cause of action and locus standi to file the present suit?OPD
6. Whether the plaintiff is estopped from filing the present suit by her own act and conduct?OPD
7. Whether the plaintiff has not approached the Court with clean hands and suppressed material facts?OPD
8. Whether the agreement to sell dated 26.12.2018 is a forged and fabricated document?OPD
9. Relief.

25. It is pertinent to mention here that during the pendency of the

suit, one additional following issue was framed vide order 06.02.2025;

1A Whether the plaintiff is entitled to the relief
of declaration as prayed for?OPP

26. In order to prove its case, plaintiff has examined as many as 5 witnesses. Thereafter, plaintiff closed her oral evidence vide separate statement dated 12.02.2021 and document evidence on dated 21.05.2025 after tendering document Mark X.

27. In order to rebut the claim of the plaintiff, defendants have examined 8 witness.

28. Thereafter, defendant No.1 and 2 closed their evidence.

29. In rebuttal evidence, plaintiff tendered document Ex.PX and PY and learned counsel for plaintiff closed rebuttal evidence on dated 23.03.2026.

30. I have heard learned counsel for plaintiff as well as learned counsel for defendant and have perused the case file with their able assistance. My issue-wise findings are as under:-

ISSUES NO.1 to 3

31. All these issues are taken up together being interconnected in nature, for the sake of brevity and to avoid repetition of facts and evidence. The onus to prove these issues No.1 to 3 was placed upon the plaintiffs.

32. In order to discharge the burden of these issues, plaintiff herself stepped into witness box as PW1 and has reiterated the entire

pleadings of the plaint in her examination-in-chief.

33. She has also examined the marginal witness of the agreement to sell dated 26.12.2018, Sukhdev Singh as PW2, who deposed that he personally knows both the plaintiff Jaspal Kaur and the defendant Iqbal Singh. He stated that Iqbal Singh, being owner in possession of land measuring 3 kanals (Khasra No. 2096 min) situated in Village Seriawala, entered into an agreement to sell the said land in favour of the plaintiff for a total consideration of ₹5,50,000/- in his presence and in the presence of another witness Jagjit Singh. The agreement was drafted on stamp papers by Advocate Prabhdayal Singh Sidhu, read over to Iqbal Singh, who, after admitting it to be correct, signed the same in the presence of witnesses. The plaintiff and witnesses also appended their signatures, and the original agreement was handed over to the plaintiff. The witness identified his signatures on the agreement and stated that Iqbal Singh was in a sound disposing state of mind at the time of execution.

34. He further deposed that a sum of ₹4,27,500/- was paid as earnest money and Iqbal Singh agreed to execute the sale deed on or before 25.06.2019, failing which the plaintiff was entitled to recover double the earnest money or seek specific performance. He further stated that on 26.06.2019, the plaintiff remained present before the Sub-Registrar, Bhagta Bhai Ka, along with the balance sale consideration and expenses, but Iqbal Singh failed to appear, whereupon the plaintiff got her presence recorded through an affidavit before the Executive Magistrate.

35. Plaintiff has also produced Jagjit Singh another marginal witness of the above mentioned agreement as PW-4 but said witness did not turn up for cross-examination. So, his testimony given for examination-in-chief to support the case of the plaintiff, cannot be read into evidence.

36. She has also produced Scriber of the agreement dated 26.12.2018 namely Sh. Prabhdyal Singh Sidhu Advocate as PW3, who has deposed that he is an Advocate/deed writer at Sub-Tehsil Bhagta Bhai Ka and that the agreement to sell dated 26.12.2018 (Ex. P-1) was computer typed by him at the instance of defendant Iqbal Singh in favour of plaintiff Jaspal Kaur, in the presence of witnesses Sukhdev Singh and Jagjit Singh. The contents were read over to Iqbal Singh, who, after admitting the same to be correct, signed the agreement in the presence of witnesses. The plaintiff and witnesses also signed, and PW affixed his stamp and signatures thereon. All parties signed in each other's presence, and Iqbal Singh was in a sound disposing state of mind. PW identified his signatures on Ex. P-1.

37. He further deposed that the agreement pertained to sale of land measuring 3 kanals for a total consideration of ₹5,50,000/-, out of which ₹4,27,500/- was paid as earnest money, and the sale deed was to be executed on or before 25.06.2019. In case of default, the plaintiff was entitled to recover double the earnest money or seek execution through Court by depositing the balance amount.

38. Plaintiff has also examined Stamp Vendor Kamaljit Sharma as PW5, who in the Court brought the original record pertaining to sale of stamp. He deposed that 4 leaves of stamp bearing No. 6425310 to 6425312 amounting to Rs. 500/- each was purchased by Iqbal Singh for the purpose of agreement of sale on dated 26.12.2018 through endorsement No. 5365 dated 26.12.2018. After seeing the above said stamp papers as ExP1, he deposed that said papers are same which were sold by him to Iqbal Singh. He also identified the seal impression appended on the back side of the stamps by stating that same belongs to him. He also deposed that on the back side of the stamp papers Iqbal Singh has signed in Punjabi Language in his presence. The entry of the said sale of the stamp papers is made in the register brought by him at Sr. No. 5365. He has also proved the attested copy as Ex.P4 by identifying his signatures and his attestation.

39. Plaintiff has also produced the original agreement of sale dated 26.12.2018 as Exhibit P-1, which shows that defendant No. 1, Iqbal Singh, has agreed to sell land measuring 3 Kanal 0 Marla comprised in Khatauni No. 139/336, bearing Khasra No. 2096 Min (3-0), property situated within the area of Village Seriawala, in favour of the plaintiff for a sale consideration of Rs. 5,50,000/- by stating that he is in need of money, after receiving Rs. 4,27,500 as earnest money. All the terms and conditions which have been mentioned in the facts of the case are incorporated in the said agreement Exhibit P-1.

40. It was further agreed that in case of default made by him, he will be liable to return double the amount, that is Rs. 8,55,000, as penalty. It is also incorporated that he has received Rs. 4,27,500 in cash from the buyer/plaintiff in the presence of witnesses. The date for execution and registration of the sale deed was 25.06.2019. The said agreement shows that it is duly witnessed by Sukhdev Singh son of Bikkar Singh and Jagjit Singh son of Raj Singh, and the same is signed by plaintiff Jaspal Kaur and defendant Iqbal Singh. The stamp papers consists of four leaves of Rs. 500 each. The same was purchased by Iqbal Singh for the purpose of execution of the agreement of sale. The signature of Iqbal Singh at endorsement No. 5365 dated 26.12.2018 is also there on the backside of the first leaf of the stamp paper Exhibit P-1. The remaining leaves, i.e., the second and third leaves, are blank and strike out with pen on which the name of Iqbal Singh is mentioned in the centre.

41. The plaintiff has also produced a Fard Jamabandi for the year 2017–18 as Exhibit P-2, which reflects the name of Iqbal Singh in the column of ownership and possession over Khasra No. 2096, land measuring 3 kanal 0 marla agreed to be sold to the plaintiff by defendant No. 1. She has also produced an affidavit dated 26.06.2019 as Exhibit P-4 duly sworn by her, regarding her presence before the office of the Joint Sub-Registrar, Bhagta Bhai Ka. It is revealed therein that she was present in the office of the Joint Sub-Registrar, Bhagta Bhai Ka on 25.06.2019 in terms of the agreement to sell, in order to perform her part of getting the

sale deed registered in her favour, but defendant Iqbal Singh did not turn up. The said affidavit is duly attested by the Executive Magistrate, which shows her readiness and willingness to perform her part of the agreement. Therefore, she remained present in the office of the Joint Sub-Registrar for the purpose of execution and registration of the sale deed in her favour.

42. She has also produced Jamabandi for the year 2017–18 as Exhibits P-5 and P-X. She has further produced Jamabandi for the year as Exhibit P-Z, which reflects the name of defendant No. 2, Sarabjit, in the column of ownership and possession over the Khasra number 2096 (3-16), property agreed to be sold to the plaintiff along with other khasra numbers. Exhibit P-2/1 pertains to Mutation No. 8984 sanctioned in favour of defendant No. 2 on the basis of registered sale deed No. 467 dated 06.8.2019 for a sum of Rs. 36 lakhs.

43. Learned counsel for the plaintiff has argued that the plaintiff has produced the above-mentioned cogent and convincing evidence on record and have also succeeded in extracting the true facts from the mouth of the witnesses of the defendants. The suit of the plaintiffs is, therefore, liable to be decreed.

44. On the other hand, learned counsel for the defendant No.1 has argued that the plaintiff has obtained the forged and fabricated agreement in question in connivance with the marginal witnesses and the scribe. He further argued that the defendant has examined a doctor as

DW-1, who has apprised that defendant No. 1, Iqbal Singh, was admitted in the hospital and was diagnosed with substance dependence and anxiety disorder. He remained admitted in the hospital till 23.07.2018. Defendant No. 1 has succeeded in proving that at the time of execution of the agreement in question, he was not in good mental health, and taking advantage of his mental weakness, the plaintiff obtained his signatures on blank stamp papers and executed agreement thereon later.

45. It is further argued that the defendant had to comply with the orders of the Court in a suit filed by defendant No. 2 against him, and the transfer of land in favour of defendant No. 2 was effected in compliance with the said orders, whereby the ownership of the land stood transferred to defendant No. 2.

46. He has also argued that the plaintiff does not have the financial capacity either to pay the earnest money or to pay the remaining sale consideration to defendant No. 1, as she has admitted in her cross-examination that she is working as an Anganwadi worker. Further, the value of the land in Village Serialwala is more than Rs. 25 lakhs per acre, and it is highly improbable that defendant No. 1 would have agreed to sell his land at a throw away price of Rs. 5,50,000/-. Hence, the suit of the plaintiff is liable to be dismissed with costs.

47. Learned counsel for defendant No. 2 has also argued on the same lines as learned counsel for defendant No. 1 and has contended that the plaintiff has taken advantage of the mental weakness of defendant No.

1, who is the husband of defendant No. 2 and was a drug addict. It is further argued that the agreement of sale was executed fraudulently by the plaintiff in connivance with the marginal witnesses and the scribe. Hence, he prayed for dismissal of the suit with exemplary costs in the interest of justice.

48. Though, perusal of the cross-examination of PW1, plaintiff Jaspal Kaur, shows that she has deposed that she is an Anganwadi Worker and is rearing cattle and taking tuition. The wife of witness Sukhdev Singh, namely Charanjit Kaur, is also working as an Anganwadi Worker, and both of them are working together.

49. However, the argument of learned counsel for defendant No. 1 that the plaintiff, being an Anganwadi Worker, has no capacity to pay the consideration for the land agreed to be purchased by her is not sustainable, because in the pleadings, defendant No. 1 himself and defendant No.2 have also admitted that defendant No.1 used to borrow various amounts at different intervals from the husband of the plaintiff, namely Harnek Singh.

50. Besides, the marginal witness PW2 Sukhdev Singh has specifically deposed in his cross-examination that the husband of the plaintiff, namely Harnek Singh, is a police personnel. Thus, being the wife of a police personnel who used to give various amounts in cash to defendant No. 1 on loan, the capacity of the plaintiff to pay the earnest money or the balance sale consideration to defendant No. 1 cannot be

doubted and it can be inferred that she was having financial capacity to advance sale consideration to the defendant No.1.

51. The payment of earnest money of ₹4,27,500/- in the presence of witnesses stands duly proved.

52. In these circumstances, the financial capacity of the plaintiff cannot be doubted merely on the ground that she is working as an Anganwadi Worker.

53. Further, the fact that defendant No. 1 was having cordial relations with Harnek Singh and used to visit him often and regularly and used to obtain loans as per his convenience is also revealed by defendant No. 1 himself.

54. The cross-examination of the marginal witness of the agreement of sale, namely Sukhdev Singh (PW2), shows that he has clearly narrated the entire episode of the execution of the agreement of sale in favour of the plaintiff by defendant No. 1.

55. He deposed that they sat with the scribe of the agreement for about 10–12 minutes. He came with Jaspal Kaur, and her husband did not accompany them. He also showed his acquaintance with defendant No. 1, Iqbal Singh, stating that Iqbal Singh is a neighbour of his fields and that their fields are adjacent. He and plaintiff Jaspal Kaur went together from the house of Jaspal Kaur. Jaspal Kaur came to his house and stated that she needed his attestation as a witness. Both of them came on a motorcycle. Motorcycle was belonging to plaintiff.

56. He also deposed that in order to mark their presence, they came to the office of the Joint Sub-Registrar, Bhagta Bhai Ka, on 26.12.2019 at about 12:00 noon for the purpose of marking their attendance. The stamp papers were purchased on 26.12.2019. The Tehsildar of Bhagta Bhai Ka met them on 26.12.2019, but the defendant did not appear. They got an affidavit typed from Sh. Prabhdyal Singh, Advocate, Bhagta Bhai Ka. It took around half an hour for execution of the said affidavit. On 26.12.2019, he along with Jaspal Kaur was present, and none else was present there. He has specifically deposed that the agreement of sale was typed by Advocate Sh. Prabhdyal Singh, Advocate, and that their signatures were obtained by scribe in his register with regard to endorsement of execution of the agreement of sale.

57. He has further deposed that he put his attestation on the papers of Jaspal Kaur and appended his signatures on the stamp papers at one place only. Jaspal Kaur brought Rs. 4,27,500/-, out of which Rs. 4,00,000/- was in the denomination of Rs. 2,000 each, whereas Rs. 27,500/- was in the denomination of Rs. 500 each. The agreement began to scribe at about 03:00 PM, and around 1 to 1.5 hours were consumed in scribing the same.

58. He has specifically deposed that the amount carried by Jaspal Kaur was not withdrawn by her from the bank; rather, the same was taken from her house.

59. Similarly, the scribe, PW3 Prabhdyal Singh, has deposed

that after scribing the agreement, he read over the contents of the same to Iqbal Singh and asked him about the receipt of the sale consideration, to which he stated that he had received the amount. He has deposed that the agreement was not typed by himself; rather, it was got typed from the clerk at his instance.

60. The stamp vendor has duly proved the sale of the stamp papers to Iqbal Singh. Though the defendant has cross-examined the stamp vendor, the signatures of defendant No. 1, Iqbal Singh, on the stamp papers are not at all disputed by defendants No. 1 and 2 in this case.

61. The plea of the defendants that the agreement to sell dated 26.12.2018 (Ex. P-1) is forged and fabricated is wholly unsubstantiated. The execution of the agreement stands duly proved by the consistent and cogent testimonies of the marginal witness Sukhdev Singh (PW2) and the scribe Prabhdayal Singh (PW3), both of whom have categorically deposed regarding the execution of the agreement by defendant No. 1 after understanding its contents. Nothing material has been elicited in their cross-examination to discredit their testimonies. The signatures of defendant No. 1 on the agreement and on the stamp papers are also not disputed, which further fortifies the genuineness of the document.

62. The contention of the defendants regarding the alleged mental incapacity of defendant No. 1 is also without merit. Though the defendants have examined a Dr. Amit Gupta as DW2 (wrongly mentioned as DW1) to show that defendant No. 1 was suffering from substance

dependence and anxiety disorder, no evidence has been led to prove that he was of unsound mind or incapable of understanding the nature of the transaction on the date of execution of the agreement, i.e., 26.12.2018. Mere past medical history or hospitalization does not establish legal incapacity. On the contrary, the testimonies of PW2 and PW3 clearly prove that defendant No. 1 was in a sound disposing state of mind and voluntarily executed the agreement.

63. Further, learned counsel for defendant No. 1 has argued that the sale of the land at a throw away price of Rs. 5,50,000/- is highly improbable. However, the said contention does not hold ground. It is pertinent to note that vide transfer deed dated 06.08.2019, defendant No. 1 himself transferred land measuring 43 kanals 11 marlas for a total consideration of Rs. 36,00,000/-. A bare perusal of the said transaction clearly reflects that the per kanal rate of the land, as admitted by the conduct of defendant No. 1 himself, does not support the inflated market value now being projected before this Court.

64. Moreover, it can not be believed that at the time of execution of agreement in question defendant No.1 was of unsound mind and at that time of settlement made by him with his wife regarding transfer of his entire property i.e. in the Court, he was sound of mind.

65. However, on a proportionate calculation, the value of 3 kanals of land would come to an amount which is not substantially higher than the agreed sale consideration of Rs. 5,50,000/-, especially keeping in

view variations due to location, nature of land, urgency of sale, and bargaining between the parties. In addition, it has already come on record that defendant No. 1 was in need of money, which provides a plausible and reasonable explanation for agreeing to the said consideration.

66. It is a settled principle of law that inadequacy of consideration, by itself, is not a ground to invalidate a contract unless it is shown to be unconscionable or coupled with fraud, coercion, or undue influence, none of which has been proved in the present case. The defendants have also failed to produce any cogent documentary evidence, such as contemporaneous sale deeds of comparable land, circle rates, or expert valuation, to substantiate their plea that the agreed consideration was grossly inadequate.

67. Thus, the argument that the land was agreed to be sold at a throw away price is an afterthought and appears to have been raised only to wriggle out of the contractual obligations. The same is, therefore, devoid of merit and stands rejected.

68. The further plea that the subsequent transfer of the suit property in favour of defendant No. 2 was made in compliance with Court orders does not defeat the prior rights of the plaintiff arising out of the agreement to sell dated 26.12.2018. Any such transfer, having been effected during the subsistence of the agreement, is subject to the rights of the plaintiff and cannot override the contractual obligation of defendant No. 1.

69. Hence, from the above-mentioned evidence produced by the plaintiff, she has succeeded in proving the due execution of the agreement in question by defendant No. 1 in her favour and in the presence of marginal witnesses for a sum of Rs. 5,50,000/-, out of which she has paid Rs. 4,27,500/- as earnest money. The defendants were not able to put any dent in the case of the plaintiff during the entire cross-examination of the plaintiff's witnesses. She has succeeded in proving that she was and has always been ready and willing to perform her part of the contract, and therefore, she has succeeded in discharging the burden of proving Issues No. 1 to 3.

70. Accordingly, **Issue Nos. 1 to 3 are decided in favour of plaintiff and against the defendants.**

ISSUE No. 1A

71. The onus to prove this issue was upon the plaintiff. The present issue pertains to the entitlement of the plaintiff to the relief of declaration to the effect that transfer deed No. 467 dated 06.08.2019 and mutation No. 8984 dated 29.10.2019, sanctioned on the basis thereof in favour of defendant No. 2, are null and void.

72. It is an admitted position on record that defendant No. 1 executed an agreement to sell dated 26.12.2018 (Ex. P-1) in favour of the plaintiff with respect to land measuring 3 kanal 0 marla. The said agreement has already been held to be duly proved, valid, and enforceable while deciding Issues No. 1 to 3. Thus, the plaintiff had acquired a prior

contractual right in respect of the suit property.

73. The record further reveals that during the subsistence of the said agreement and prior to its execution through a registered sale deed, defendant No. 1 transferred a larger chunk of land, including the suit property, in favour of defendant No. 2 vide registered transfer deed dated 06.08.2019, on the basis of which mutation No. 8984 dated 29.10.2019 was sanctioned.

74. The said transfer, having been effected subsequent to the execution of the agreement to sell in favour of the plaintiff, is clearly hit by the doctrine of lis pendens embodied under Section 52 of the Transfer of Property Act, 1882. Even otherwise, it is a settled proposition of law that a subsequent transferee cannot claim a better title than the transferor and takes the property subject to the prior contractual obligations.

75. In the present case, defendant No. 2 has failed to prove that she is a bona fide purchaser for value without notice of the prior agreement in favour of the plaintiff. Rather, from the facts and circumstances of the case, it appears that the transfer in favour of defendant No. 2, who is the wife of defendant No. 1, was effected with the intention to defeat the rights of the plaintiff arising out of the agreement to sell.

76. The said observation is fortified with testimony of defendant No.1 who in his cross-examination has specifically deposed that he is residing with his wife and that he is having around 2.5 acres of land. He

used to sell his crops through the commission agent of his village, who name is Jassa Singh. The sale proceeds of the crops are deposited in his account. He used to take cash from the commission agency.

77. Hence, the transfer deed No. 467 dated 06.08.2019 and mutation No. 8984 dated 29.10.2019 cannot affect the rights of the plaintiff qua the land measuring 3 kanal 0 marla, which is the subject matter of the agreement to sell dated 26.12.2018. However, the said transfer shall remain valid with respect to the remaining land, if any, not covered under the agreement.

78. Consequently, the plaintiff is held entitled to a declaration that the transfer deed No. 467 dated 06.08.2019 and mutation No. 8984 dated 29.10.2019 are null and void and not binding upon her rights to the extent of land measuring 3 kanal 0 marla only.

79. Accordingly, Issue No. 1A is decided in favour of the plaintiff and against the defendants.

ISSUES NO. 4 TO 7

80. All these issues are interconnected and are, therefore, taken up together for adjudication. The onus to prove these issues was upon the defendants.

81. On the basis of the pleadings, evidence, and material available on record, it is evident that the defendants have raised these objections in a routine and mechanical manner without substantiating the same by any cogent and convincing evidence.

82. So far as the objection regarding maintainability is concerned, the defendants have failed to point out any specific legal or statutory bar or defect in the form of the present suit. The suit has been filed for specific performance of an agreement to sell along with consequential and alternative reliefs of recovery, declaration, and permanent injunction, all of which arise from the same cause of action and are legally maintainable. No evidence has been led to show that the suit is barred under any provision of law or that this Court lacks jurisdiction.

83. Further, the evidence on record shows that defendant No.1 and defendant No.2 are residing together and are supporting each other, which indicates that they have no real dispute inter se. It has also come on record that, in order to defeat the claim of the plaintiff, defendant No.2 had filed an application for maintenance against defendant No.1, which was subsequently withdrawn on the basis of a settlement arrived at between them. In lieu of the said settlement, defendant No.1 transferred his entire property, including the suit property proposed to be sold to the plaintiff, in favour of defendant No.2. This conduct clearly suggests collusion between the defendants with the intention to defeat the lawful claim of the plaintiff.

84. With regard to cause of action and locus standi, the material on record clearly establishes that the plaintiff is claiming her rights on the basis of an agreement to sell dated 26.12.2018 executed by defendant

No.1. The execution of the agreement, payment of earnest money, failure of defendant No.1 to perform his part of the contract, and subsequent transfer of the property in favour of defendant No.2 constitute a complete and continuous cause of action in favour of the plaintiff. Being a party to the agreement, the plaintiff has a direct and enforceable legal right and, thus, has the locus standi to file the present suit.

85. As regards the plea of estoppel, no act or conduct of the plaintiff has been brought on record by the defendants which may disentitle her from enforcing her rights. On the contrary, the evidence shows that the plaintiff has consistently asserted her rights by remaining present before the Sub-Registrar on the stipulated date and by promptly approaching the Court. There is nothing on record to suggest any waiver or abandonment of her rights.

86. Similarly, the allegation that the plaintiff has not approached the Court with clean hands or has suppressed material facts is also without any basis. The plaintiff has disclosed all material facts relating to the transaction in question, and the defendants have failed to point out any concealment or misrepresentation. Mere bald allegations, unsupported by evidence, cannot be accepted.

87. On the contrary, the evidence on record shows that it is defendant No.1 and defendant No.2 who have not approached the Court with clean hands and have suppressed material facts. The pleadings of the defendants themselves reveal that defendant No.1 had admitted appending

his signatures on the stamp papers on which the agreement in question was scribed, though it was alleged that the same were signed in blank. However, during his examination as DW1, he resiled from his own pleadings and refused to identify his signatures on the agreement of sale Ex.P1 at points A and B. He even denied his signatures on document Ex.DW5/A.

88. Document Ex.DW5/A is a transfer deed executed by defendant No.1 in favour of his wife (defendant No.2) pursuant to a settlement arrived at between them in maintenance proceedings filed by defendant No.2. Though both defendants relied upon the said document, defendant No.1, during cross-examination, denied his own signatures thereon, which clearly reflects adversely upon his credibility and conduct.

89. His conduct is further rendered doubtful as he denied his acquaintance with Charna Singh and Malkit Singh, who are the attesting (marginal) witnesses to the transfer deed Ex.DW5/A executed by him. Such denial is unnatural and casts serious doubt on the veracity of his testimony.

90. Since the signatures on the agreement Ex.P1 had already been admitted by defendant No.1 in his pleadings, the burden was upon the defendants to prove that the same were obtained on blank papers. However, they have miserably failed to discharge this burden and have led no cogent evidence in this regard.

91. On the contrary, a perusal of the agreement Ex.P1 shows that

the signatures of defendant No.1 are appended at the appropriate places, i.e., at the margins earmarked for signatures. Further, pages 3 and 4 of the agreement are blank, bearing his signatures in the centre, and the remaining portions have been struck off, which indicates that after incorporation of the terms and conditions on the earlier pages, the remaining pages were intentionally struck off to prevent any subsequent interpolation.

92. Thus, the conduct of the defendants clearly shows that they have not approached the Court with clean hands.

93. It is a settled principle of law that the burden of proof lies upon the party who asserts a fact. In the present case, the defendants have failed to discharge the onus cast upon them with respect to all these issues.

94. Accordingly, Issues No. 4 to 7 are decided against the defendants and in favour of the plaintiff.

ISSUE NO. 8

95. Whether the agreement dated 26.12.2018 is a forged and fabricated document? OPD

96. The onus of this issue was upon the defendants. Perusal of the written statement filed by defendant No.1 before amendment of the plaint reveals that he has nowhere disclosed that he has transferred his property, including the property agreed to be sold to the plaintiff, in favour of his wife, defendant No.2.

97. Further, when it came to the knowledge of the plaintiff regarding the said transfer by defendant No.1 in favour of defendant No.2, the plaintiff amended her pleadings and challenged the transfer deed No. 467 dated 06.08.2019 and impleaded Sarabjit Kaur as defendant No.2. Thereafter, when defendant No.1 filed the amended written statement, he admitted the said fact about the transfer of his entire immovable property in favour of defendant No.2 (his wife).

98. However, he has come up with the defence that the said transfer was made as a settlement in a case filed by defendant No.2 in forma pauperis for maintenance for her and their children.

99. The transfer deed executed by defendant No.1 in favour of defendant No.2 is duly proved by defendant No.2 by producing Lakhwinder Singh, Patwari Halqa Serialwala as DW4, who brought the record pertaining to mutation No. 8984 with regard to the transfer of the land made by defendant No.1 in favour of defendant No.2 on the basis of Vasika No. 467 dated 06.08.2019. He has also deposed that the mutation was sanctioned by AC II Grade, Bhagta Bhaika on 29.10.2019. He produced the certified copy of the said mutation as Ex.DW4/A and proved that the same is correct as per the original record brought by him. He has also produced a copy of jamabandi for the year 2022-23 as Ex.DW4/B and deposed that in the said jamabandi, the entry of mutation No. 8984 in Khewat No. 173/166 in favour of Sarabjit Kaur has been effected.

100. Defendant No.2 has also produced Registry Clerk Manjeet

Singh as DW5, who brought the record pertaining to the transfer deed No. 467 dated 06.08.2019 and proved the same by deposing that the said deed was registered by Iqbal Singh in favour of Sarabjit Kaur pertaining to transfer of his land measuring 43 kanal 11 marlas. He has also deposed that the said transfer deed is attested by Malkeet Singh, Numberdar, and Charna Singh, and contains the signatures of transferor Iqbal Singh and transferee Sarabjit Kaur. He also identified the signatures of Iqbal Singh and the Joint Sub Registrar. He also identified the photograph of Iqbal Singh and the witnesses to the transfer deed in the endorsement of the said registered transfer deed and proved the certified copy of the transfer deed as Ex.DW5/A and the photograph as endorsement as Ex.DW5/B.

101. Though defendant No.2 has proved the execution of the transfer deed bearing No. 467 dated 06.08.2019 executed by Iqbal Singh in her favour, the said fact is also admitted by the plaintiff in her pleadings and evidence.

102. However, the justification of defendants No.1 and 2 for making transfer of the land under the ownership of defendant No.1 in favour of defendant No.2 during the pendency of the case is also proved by defendant by producing Vishavjit Singh, Ahlmad, District & Sessions Court, Bathinda as DW6. He brought file No. 9 dated 03.08.2018, CIS No. INDIG 45-2019 decided on 14.09.2019 titled as “Sarabjit Kaur etc. Vs. Iqbal Singh”. He proved the copy of the petition as Ex.DW6/A by testifying that the same is correct as per the file brought by him. He also

proved the copy of order dated 14.09.2019 as Ex.DW6/B and the copy of statement of Sarabjit Kaur dated 03.08.2018 as Ex.DW6/C. He also proved the certified copy of the statement of Sarabjit Kaur recorded on 16.09.2019 as Ex.DW6/D. He deposed that the above-mentioned attested copies are correct as per the original record brought by him and the same bear the signatures of the learned Presiding Officer.

103. Besides, the above-mentioned documents Ex.DW5/A and Ex.DW6/D show that defendant No.2 Sarabjit Kaur had filed a case titled as “Sarabjit Kaur and another Vs. Iqbal Singh” against defendant Iqbal Singh under Sections 18 and 20 of the Hindu Adoption and Maintenance Act for maintenance of herself and children at the rate of Rs. 30,000/- per month in forma pauperis. It further shows that on 14.09.2019, during the pendency of the suit, she effected a compromise with defendant No.1 and stated that a compromise had been effected between the parties and she may be allowed to withdraw the application. In view of the said statement, the said case was dismissed as withdrawn vide order dated 14.09.2019 by Sh. Raj Kumar, the then learned Presiding Officer, National Lok Adalat.

104. Even DW7 Sarabjit Kaur relied upon the above-mentioned documents in her evidence. However, the fact that the said indigent suit was an outcome of collusion between defendants No.1 and 2 is apparent from the evidence on record. The cross-examination of DW1 Iqbal Singh shows that he has deposed that he and his wife Sarabjit Kaur are living

together. He is having around 2.5 acres of land. He used to sell his crops through the commission agent of his village, whose name is Jassa Singh. The sale proceeds of the crops are deposited in his account. He used to take cash from the commission agency.

105. All this evidence shows that defendants No.1 and 2 are residing together and even after transfer of his entire immovable property in favour of his wife, defendant No.2, he is managing the fields and crops on the land transferred to defendant No.2. He is receiving sale proceeds of the crops in his account or by way of cash.

106. The burden to prove that the agreement dated 26.12.2018 is forged and fabricated was upon the defendants. However, except for taking a bald plea, the defendants have failed to produce any cogent and convincing evidence to substantiate the said allegation. The signatures on agreement is admitted by defendant No.1, only defence of defendant No.1 in appearance of sign in agreement is that the plaintiff has misuse the blank stamp papers. He was reposing trust on the husband of plaintiff namely Harnek Singh and used to borrow various amount from him from satiating the urge of drugs. He also took stand that he had already paid borrowed amount in the presence of Jaspal Singh and Nachhatar Singh. However, he did not produce Jaspal Singh to prove that he has returned the borrowed amount to the husband of plaintiff. Though he has produced Nachattar Singh as DW3 who has stated to be a person on whose presence the defendant No.1 has returned the borrowed amount. However, evidence

of Nachattar Singh shows that in his examination-in-chief he has narrated the entire version of the pleadings of the defendant NO.1 and has also stated that defendant No.1 used to borrow the amount from the husband of plaintiff namely Harnek Singh and as a security for repayment of the loan got blank signed paper signed from defendant No.1. But despite returning of the said amount, he did not return back the stamp papers to defendant No.1. He has also testified that in the year 2019, defendant No.1 has repaid the entire borrowed amount with interest in his presence and in the presence of Jaspal Singh to Harnek Singh husband of plaintiff.

107. However, his cross-examination shows that he has not supported his version given by him in examination-in-chief, he rather, stated that he has not stated the version of his affidavit from Point A4 to A5. The point A4 to A5 is the testimony with regard to repayment of loan amount from allegedly repaid by defendant No.1 in his presence and in the presence of another witness namely Jaspal Singh. So, the factum regarding repayment of the borrowed amount obtained by defendant No.1 from the husband of plaintiff namely Harnek Singh in the year 2019 along-with with interest has not been proved by defendant No.1.

108. On the contrary, the plaintiff has consistently relied upon the said agreement in her pleadings and evidence. The purchase of stamp papers by defendant No.1 for the purpose of scribing agreement of sale is duly proved by plaintiff by producing scribe as PW3. The defendants have also not been able to impeach the credibility of the said document

during cross-examination. Mere denial of execution, without any supporting evidence, is not sufficient to hold that the agreement is forged or fabricated.

109. Accordingly, in the absence of any reliable evidence to the contrary, this Court is of the considered opinion that the defendants have failed to discharge the onus cast upon them. The agreement dated 26.12.2018 cannot be held to be forged or fabricated. Hence, this issue is decided against the defendants and in favour of the plaintiff.

ISSUE No.9 (wrongly mentioned as issue No.8) Relief.

110. In view of detailed discussion on the aforesaid issues, the court is of the opinion that plaintiff has succeeded in proving her case on the basis of preponderance of probabilities, hence, suit of the plaintiff is hereby decreed with costs in the following terms:

- a) A decree for specific performance of the agreement to sell dated 26.12.2018 is passed in favour of the plaintiff and against defendant No.1, directing defendant No.1 to execute and get registered the sale deed in respect of land measuring 3 kanal 0 marla comprised in Khatuni No.139/336, Khasra No. 2096 min, situated at Village Seriawala, Tehsil Phul, in favour of the plaintiff within a period of two months from the date of this judgment, on receipt of the balance sale consideration.
- b) In case defendant No.1 fails to comply with the above

direction within the stipulated period, the plaintiff shall be at liberty to get the sale deed executed through the process of the Court.

c) It is further declared that the transfer deed bearing No. 467 dated 06.08.2019 and mutation No. 8984 dated 29.10.2019 are null and void and not binding upon the rights of the plaintiff to the extent of land measuring 3 kanal 0 marla.

d) A decree of permanent injunction is also passed in favour of the plaintiff restraining defendants No.1 and 2 from alienating or creating any third-party interest in the suit property to the extent of 3 kanal 0 marla.

e) In the alternative, in case specific performance becomes incapable of execution for any reason, the plaintiff shall be entitled to recover double the earnest money i.e. Rs. 8,55,000/- along with interest @ 9% per annum from the date of agreement till realization.

111. As per the guidelines of the Hon'ble Supreme Court of India given in case titled as "Correspondence RBANMS Educational Institution Vs. B. Gunashekar and Anr." the intimation regarding the cash transaction Rs. 4,27,500/- involved in the present suit made by plaintiff be given to the Income Tax Officer Concerned by sending copy of this judgment.

112. A copy of the Judgment be also sent to the Sub Registrar, Bhagta Bhaika, for information and necessary compliance.

113. Decree sheet be prepared accordingly. File be consigned to record room after due compliance.

Pronounced in open Court:
Dated 23.03.2026

Mansj Kumar Stenographer Gr. II

(Geeta Rani)
Addl. Civil Judge (Senior Division),
Phul. UID No.PB0434