

Rajiv vs. Joginder and anr.

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HRSO020000832016



Presented on : 13-01-2016
Registered on : 13-01-2016
Decided on : 13-07-2026
Duration : 10 years, 6 months,
0 days

IN THE COURT OF
Additional Civil Judge (Senior Division) AT Sonipat, Sonipat
Presided Over by Ms. Neha Goyal
CS/68/2016

Rajiv aged 38 years son of Shri Hem Chander son of Shri Narain Singh
resident of T-III, Shivaji Colony, Narela, Delhi-40.

.....**Plaintiff**

VERSUS

1. Joginder son of Shri Nand Lal son of Shri Tek Chand resident of Village
Nathupur, Sub Tehsil Rai, District Sonapat.

2. M/s Vardhman Foils having its registered office at 951, Chhota
Chhippiwara, Second Floor, Chawri Bazar, Delhi through its partner Shri
Surender Kumar Bengani son of Shri Sardar Mal Bengani, son of Sh. Sardar
Mal Bengani, resident of 4004, Naya Bazar, Delhi now known as M/S
Parshv Global Ventures office at 951, Chhota Chhippiwara, Second Floor,
Chawri Bazaar, Delhi through its Partners Alka Bengani and Sheyans
Bengani r/o 4004, Naya Bazar, Delhi.

.....**Defendants**

SUIT FOR POSSESSION BY WAY OF SPECIFIC PERFORMANCE OF
THE AGREEMENT TO SELL DATED 02.08.2012 WITH
CONSEQUENTIAL RELIEF OF PERMANENT INJUNCTION

Present: Sh. R.K. Tyagi, Advocate for plaintiff.
Defendant No.1 proceeded ex parte vide order dated
04.08.2022.

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Sh. Sandeep Malik, Advocate for the defendant No.2.

JUDGMENT:

The plaintiff has filed the present suit seeking a decree for possession by way of specific performance of the agreement to sell dated 02.08.2012 directing the defendant no.1 to execute and get registered the sale-deed of the land in favour of the plaintiff after receiving the balance sale consideration from the plaintiff as the plaintiff is still ready and willing to perform his part of the contract and is also ready to make the payment of the balance sale consideration and to bear the necessary expenses of stamp duty and registration charges for the purpose of execution and registration of the sale deed by declaring the sale-deed no.12973 dated 11.12.2012 executed by the defendant no.1 in favour of defendant no.2 as wrong, illegal and null and void and the same is not binding upon the rights of the plaintiff. In case the defendant no.1 fails in executing the getting registered the sale deed of the suit land, in that event a Court official may kindly be appointed to execute and get registered the sale-deed in respect of the land in dispute through the process of the court.

Further, a decree for possession of the suit land also be passed in favour of the plaintiff and against the defendants and the defendants be also directed to handover the vacant possession of the land in question to the plaintiff.

It is further prayed that a decree of permanent injunction for restraining the defendant no.2 from further selling

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out/alienating/mortgaging/leasing out the suit land to anyone except to the plaintiff or creating any type of charge over the suit land, for all times, also be passed in favour of the plaintiff company and against the defendants.

2. The brief facts of the case of the plaintiff as stated by him are that the defendant used to be owner in possession of the land measuring 06 Kanals 16 Marlas comprised in Khewat No.470 Khata No.556 Min, Rectangle and Killa No.30//14 Min (West) (6-16) *(hereinafter referred to as the "Suit Property")* situated within the revenue estate of village Nathupur, Sub Tehsil Rai District Sonapat.

It is stated that on 02.08.2012, the defendant approached to the plaintiff and made an offer to sell his land, the detail of which has been given in Para No.1 of the plaint, to the plaintiff @ Rs.90,00,000/- per acre. The plaintiff accepted the offer of the defendant and became ready to purchase the land measuring 06 Kanals 16 Marlas comprised in Khewat No.470 Khata No.556 Min, Rectangle and Killa No.30//14 Min (West) @ Rs.90,00,000/- per acre. After accepting the offer of the defendant, the plaintiff made payment of a sum of Rs.7,65,000/- to the defendant as earnest money, which was adjustable towards the sale consideration at the time of execution of the sale-deed. On the same day i.e. on 2.8.2012, after receiving an amount of Rs.7,65,000/- from the plaintiff as earnest money, the defendant executed an agreement to sell and also executed a receipt for an amount of Rs.7,65,000/- dated 2.8.2012 by putting his thumb-impressions and signatures on the

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agreement to sell, in the presence of the witness. He also put his thumb-impressions on the revenue stamp affixed on the receipt dated 2.8.2012, in the presence of the witnesses, who also signed the same in witness thereof. As per the terms and conditions of the agreement to sell, it was agreed upon that the defendant would execute the sale-deed on or before 01.02.2013 after obtaining No Objection Certificate from the competent authority in respect of the land detailed in Para No.1 of the plaint above, for the purpose of execution and registration of the sale-deed before the Sub Registrar. The plaintiff has always been ready and willing and is still ready and willing to perform his part of contract of the agreement to sell and is also ready and willing to make the payment of the balance sale consideration amount to the defendant and to bear the expenses of stamp duty and registration charges.

It is further stated that the plaintiff has asked the defendant several times to get the No Objection Certificate in respect of the land in question from the competent authority, regarding which he had entered into an agreement to sell with the plaintiff, for the purpose of execution and registration of the sale-deed and also asked him to take any paper/document concerning to the proposed sale-deed for the purpose of obtaining the No Objection Certificate, but on one pretext or the other the defendant has been avoiding to obtain the No Objection Certificate from the concerned department due to escalation of prices of land in the locality. It seems that the defendant has become dishonest and therefore, he is intentionally avoiding to the perform his part of contract of the agreement to sell in spite

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of the fact that the plaintiff has always been ready and willing and is still ready and willing to perform his part of contract and to provide him all possible help in obtaining the No Objection Certificate which is necessary for the purpose of execution and registration of the sale-deed. The defendant has time and again been requested by the plaintiff to take any paper/document concerning the proposed sale-deed from him for the purpose of obtaining No Objection Certificate from the concerned department for the purpose of execution and registration of the sale-deed, but the defendant has been avoiding the same all the times. The plaintiff served got a legal notice dated 16.1.2013 calling upon the defendant for the purpose of the execution and registration of the sale deed so that the sale-deed could be executed as the plaintiff was ready and willing to perform his part agreement and he was also ready and willing to bear the expenses of stamps duty and registration charges and was also ready to pay the balance sale consideration to the defendant, but the defendant neither gave any reply to the said legal notice nor reached in the office of Sub Registrar, Rai on 1.2.2013 for the purpose of execution and registration of the sale-deed in respect of the land in question after getting the No Objection Certificate and the plaintiff waited for the defendant in the office of Sub Registrar, Rai for the whole day on 1.2.2013, but the defendant did not turn up.

Thereafter, the plaintiff one after the other got served three reminders to the said legal notice dated 08.02.2013, 20.1.2014 and 16.12.2014 respectively, calling upon the defendant to get the No Objection

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Certificate from the concerned department and to intimate him in this regard so that the sale-deed could be executed, but all the times neither the defendant intimated the plaintiff about the obtaining of the No Objection Certificate nor did the defendant give any reply either to the legal notice dated 16-1-13 or any of the reminders to the said notice dated 08.02.2013, 20.1.2014 and 16.12.2014. The plaintiff is still ready willing to perform his part of contract of the agreement to sell, to bear the expenses of the stamp duty and registration charges and also to make the payment of the balance sale consideration to the defendant, but the defendant is still avoiding to perform his part of the contract and to obtain the No Objection Certificate from the competent authority for the purpose of execution and registration of the sale-deed and he is also not paying any heed to the requests of plaintiff in this regard. Thereafter, the plaintiff got served fourth reminder dated 24.11.2015 to the legal notice dated 16.1.2013 vide registered post calling upon him to get the No Objection Certificate from the concerned department for the purpose of the execution and registration of the sale deed and to reach before the Sub Registrar, Rai on or before 7.12.2015 for the purpose of execution and registration of sale-deed as the plaintiff has always been and is still ready and willing to perform his part of contract of the agreement to sell and he is also ready and willing to bear the expenses of stamps duty and registration charges and is also ready to pay the balance sale consideration amount and the other expenses which were required to be borne by him for the purpose of stamps duty, registration charges etc. Accordingly, on

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7.12.2015, the plaintiff along with the remaining sale consideration amount and the other expenses, which were required to be borne by him for the purchase of stamps duty, registration charges etc., was there in the office of Sub Registrar, Rai, from 9.00 AM to 5.00 PM, but the defendant did not come present in the office of Sub Registrar Rai on 7.12.2015.

It is further stated that the plaintiff has always been ready and willing and is stilling ready and willing to perform his part of the contract and is ready with the balance sale consideration and other necessary expenses etc. to get the sale-deed executed and registered in his favour, but the defendant on one pretext or the other is avoiding to execute the sale-deed despite receiving a huge amount from the plaintiff out of the total sale consideration. It appears that the defendant has become dishonest due to escalation of prices of the property/land in the locality and so he does not want to perform his part of the contract. Now the plaintiff has come to know that the defendant no.1 has executed a sale-deed in respect of the suit property, the detail of which is given in para no.1 of the plaint, in favour of M/s Vardhman Foils having its registered office at 951, Chhota Chhippiwara, Second Floor, Chawri Bazar, Delhi along with other land through sale-deed no.12973 dated 11.12.2012 whereas the defendant No.1 was not competent to execute the said sale-deed in respect of the suit property in the name of defendant no.2 as the defendant no.1 had already entered into an agreement to sell the suit property with the plaintiff and he was bound to execute and get registered in respect of the suit property in the name of the plaintiff as the

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plaintiff has always been and still is ready and willing to perform the agreement on his part of contract of the agreement to sell of which the defendant no.1 had notice and the plaintiff also issued legal notice and various reminders to the defendant no.1 through his counsel, but the defendant did not give any reply to the same, rather, he has fraudulently sold away the suit land in favour of defendant no.2. Hence, the sale-deed dated 11.12.2012 in the name of the defendant no.2 qua the land comprised in Killa No. 30//14 Min West (6-16) comprised in Khewat No. 470 Khata No. 556 is void ab-initio and has no force in the eyes of law and the same is not binding upon the rights of the plaintiff and is liable to be set aside. Now the defendant no.2 has given a threat to the to plaintiff to alienate/sell out/mortgage/lease out the land in question to any other person or to create a charge over the same. However, the defendant No.2 is not competent to alienate the land in dispute as the defendant no.1 has already entered into an agreement to sell the suit land with the plaintiff and has received a huge amount against the total sale consideration from the plaintiff and if the defendant No.2 succeeds in his evil designs, the plaintiff shall suffer an irreparable loss and injury, which cannot be compensated in any manner. The plaintiff requested the defendant no.1 to execute the sale-deed in respect of the suit land in favour of the plaintiff and also requested defendant no. 2 several times to treat the sale-deed no.12973 dated 11.12.2012 as null and void and not to further sell out/alienate/mortgage/lease out the same to any other person but the defendants did not pay any heed to the request of the

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plaintiff and finally refused to accede to the genuine request of the plaintiff on 31.12.2015. Hence, the present suit.

3. On notice, defendant No.1 appeared and filed written statement taking preliminary objections as to maintainability of the suit, cause of action, etc.

On merits, it is submitted that the land in dispute is situated within the estate revenue of village Nathupur and the defendant no.1 used to be the owner of the property in dispute comprised in Killa No.30//14 Min (West) (6-16) situated within the revenue estate of village Nathupur as per the Jamabandi for the year 2006-07.

It is further submitted that the plaintiff had approached the answering defendant no.1 and made an offer to purchase the land and after mutual bargaining in dispute between the parties, the rate of the land in dispute, as detailed in para no.1 of the plain, was fixed @ Rs.90,00,000/- per acre. Defendant accepted the offer of the plaintiff and became ready to sell out his land in dispute comprised in Killa No.30//14 Min (West) to the plaintiff at the rate of Rs.90,00,000/-per acre. Thereafter, the plaintiff made payment of Rs.7,65,000/- to the answering defendant as earnest money which was adjustable towards the sale consideration at the time of execution of the sale-deed.

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It is further submitted that on 2.8.2012, after receiving the amount of Rs.7,65,000/- from the plaintiff as earnest money, the answering defendant executed an agreement to sell and also executed a receipt for an amount of Rs.7,65,000/- on 2.8.2012 by putting his thumb-impressions and signatures on the agreement to sell and the receipt in the presence of the witnesses. It is further submitted that it was agreed by the answering defendant and the plaintiff as per the terms of the agreement to sell that the answering defendant would execute the sale-deed on or before 1.12.2013 after obtaining No Objection Certificate from the competent authority in respect of the land detailed in para no.1 of the plaint for the purpose of execution and registration of the sale-deed before the Sub Registrar. Though it is correct that the target date for the execution registration of the sale-deed was fixed as 1.2.2013, but the plaintiff has miserably failed to perform his part of the contract within the stipulated period.

It is further submitted that the answering defendant has always been ready and willing to perform his part of contract of the agreement to sell, but the plaintiff neither supplied the necessary documents to the answering defendant for getting the Objection Certificate from concerned department nor made the payment of the balance sale consideration amount to the answering defendant within the stipulated period as fixed by the parties to the suit and the plaintiff failed to perform his part of contract of the agreement to sell. The plaintiff never asked the defendant to obtain the No Objection Certificate in respect of the property in dispute from the

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concerned department for the purpose of execution and registration of the sale-deed. On the other hand, the defendant asked the plaintiff several times to make the payment of the balance sale consideration prior to the stipulated date as fixed in the agreement to sell but the plaintiff on one pretext or the other avoided to make the payment of the same.

It is denied that the plaintiff asked the defendant several times to take the documents or the proposed sale-deed.

It is submitted that the answering defendant has received the legal notice after the expiry of the period of targeted date fixed for the purpose of execution and registration of the sale-deed on 01.02.2013 in respect of the suit property.

It is further submitted that the plaintiff did not make the payment of the balance sale consideration to the answering defendant within the stipulated period. Therefore, the answering defendant executed the sale-deed no. 12973 dated 12.11.2013 in favour of defendant No.3. The answering defendant is now not the owner of the suit land, therefore, no question arises to execute the sale-deed in favour of the land in dispute in favour of the plaintiff. Rest of the averments of the plaint are denied as wrong and incorrect and in the end a prayer for dismissal of the suit has been made.

Later on, defendant No.1 was proceeded against exparte vide order dated 04.08.2022.

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4. On notice, defendant No.2 appeared and filed written statement taking preliminary objections as to maintainability of the suit, locus standi, estoppel, suppression of material facts, Bad for non-joinder and misjoinder, unnecessary and unwarranted litigation etc.

On merits, it is submitted that as per the sale deed executed by the defendant no.1 in favour of the defendant no.2, the defendant is actual owner in possession of the suit property and the plaintiff and defendant no.1 have no right, title or concern with the same after execution of the sale deed and mutation no.2997.

It is denied that defendant no.1 approached the plaintiff for selling his land @ Rs.90 Lacs per acre and the plaintiff accepted the offer and then the defendant no.1 executed the agreement in favour of the plaintiff and the plaintiff made the payment as earnest money to the defendant no.1. In fact, the alleged agreement dated 2.8.2012 and receipt thereof were false and fabricated and the same were prepared at the instance of Smt. Anju wife of Hari Parkash and Rakesh Aggarwal son of Sh. Hari Ram, who have also sold their land to the defendant no.2. It is pertinent to mention here that the defendant no.2 purchased land of the above persons i.e. defendant no.1, Anju and Rakesh Aggarwal. At the time of execution and registration of the sale deed dated 11.12.2012 and further at the time of sanctioning the mutation, no objection was raised by any person including the plaintiff regarding the alleged agreement to sell, although all facts were well within the knowledge of the plaintiff. It is further submitted that the answering

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defendant purchased the suit property after inspecting all the revenue record regarding the suit property, therefore, the answering defendant is the bonafide purchaser regarding the suit property. The defendant no.2 applied for getting CLU of the suit property as he wanted to construct warehouse on the land, therefore, Hari Parkash husband of Anju and Rakesh Aggarwal was not in favour of construct the warehouse on the suit property therefore they falsely/fabricated prepared the document i.e. agreement to sell and filed the the false suit against the defendant no.2. The plaintiff as well as defendant no.1 also not raised any objection at the time of execution of the second sale deed dated 20.5.2013 which made by the brother of the defendant no.1 in favour of the defendant no.2 and thereafter the mutation of the same was sanctioned in favour of the defendant no.2. However, the alleged agreement to sell not came in light even at that time.

It is further submitted that the land/share of the defendant no.1 in the sale deed dated 11.12.2012 was Rs.53,55,000/- while the alleged agreement to sell was executed @ Rs.90 Lacs per acre and the total amount of the land of the defendant was/is about Rs.76,50,000/- therefore, how and why the defendant no.1 executed the sale deed in favour of the defendant no.2 Rs.53,55,000/-, although price of the suit property has been increased day by day. It is further stated that the agreement to sell is not registered document and the witnesses are also false and fabricated and are not the same locality which shows witnesses or that are man of defendant No.1 or plaintiff. However there was/is no agreement to sell between the plaintiff

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and defendant no.1, then the question of making of earnest money to the defendant no.1 does not arise at The amount of alleged earnest money and receipt are also false and the thumb impressions of Joginder Singh which was put on the sale deed as well as agreement to sell are suspicious. No such alleged agreement to sell has been taken place and same has been prepared by the plaintiff in order to divided the land of the defendant no.2 in the two portions which was purchased by defendant no.2 from the brother of defendant no.1 namely Jagbir as there is no way for the defendant No.2 to ingress and outgress to the land of Jagbir. It is submitted that the alleged agreement was neither registered nor scribed by the Deed writer.

It is further submitted that the alleged agreement to sell has been prepared only to create hurdle between the land of defendant no.2 as he wanted to construct the warehouse which is not possible thereafter and the sale deed was well within the knowledge of the plaintiff from the time of its execution and furthermore the defendant No.1 mentioned in the sale deed that there is no other encumbrances charges as well as other charges on the land in question. The present suit is the result of collusion is between the plaintiff and defendant no.1 as they prepared/fabricated the alleged agreement to sell only to harass humiliate the defendant no.2 as well to grab the property of the defendant no.2. Furthermore, the defendant no.2 is a simple person while the plaintiff and defendant no.1 are cunning and clever person. The legal notice and reminder are result of collusion between the plaintiff and defendant No.1. It is submitted that there is a lot of gap

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between the notice and reminders and if there was any agreement to sell, then there is no need of sending the reminders. Further the defendant No.1 obtained the NOC and executed and registered sale deed sale in favour of the defendant no.2 after receiving the NOC by all the owners of the land including the defendant no.1. Rest of the averments of the plaint are denied as wrong and incorrect and in the end a prayer for dismissal of the suit has been made.

5. From the pleadings of the parties, the following issues were framed vide order dated 12.03.2020:-

1. Whether the plaintiff is entitled to a decree for specific performance of agreement to sell dated 02.08.2012, as prayed for? OPP
2. Whether the plaintiff is entitled to a decree for permanent injunction, as prayed for? OPP
3. Whether the suit of the plaintiff is not maintainable in the present form?OPD
4. Whether the plaintiff is estopped by his own act and conduct to file the present suit?OPD
5. Whether the plaintiff has no locus-standi to file the present suit?OPD
6. Whether the plaintiff has no cause of action to file the present suit?OPD
7. Relief.

6. The plaintiff in support of his claim, examined himself as PW1 and further examined following witnesses:-

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PW2	:	Shia Nand Tyagi
PW3	:	Suresh Kumar, Halqa Patwari
PW4	:	Sanjay Kumar, HRC Branch, Sonepat
PW5	:	Suman, ARC, Sub Registrar Office, Sonepat

In support of their case, plaintiff tendered following documents:

Ex.P1	:	Agreement to sell dated 02.08.2012
Ex.P2	:	Receipt
Ex.P3	:	Legal Notice dated 16.01.2013
Ex.P4	:	Reminder to the Legal Notice dated 08.02.2013
Ex.PW4/A & Ex.PW4/B	:	Extract of Register
Ex.P5	:	Reminder-II to the legal notice dated 16.01.2013
Ex.P6	:	Reminder-III to the legal notice dated 16.01.2013
Ex.P7	:	Postal Receipt
Ex.P8	:	Reminder-IV to the legal notice dated 16.01.2013
Ex.P9	:	Stamp Paper
Ex.P10	:	Sale Deed bearing No.12973 dated 11.12.2012
Ex.P11	:	Copy of Jamabandi for the year 2006- 2007

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Ex.P12	:	Copy of Jamabandi for the year 2011-2012
Ex.P13	:	Copy of Jamabandi for the year 2016-2017
Ex.P14	:	Mutation No.2997
Ex.P15	:	Mutation No.2884

Thereafter, ld. Counsel for plaintiff closed plaintiff's evidence, vide his separately recorded statement dated 21.08.2023.

7. In order to rebut the case of plaintiff, defendant examined following witnesses:-

DW1	:	Siddharth Bengani
DW2	:	Ms. Deepthia, Branch Manager, UBI, SB Sarafa Market, Delhi
DW3	:	Manju Sr. Assistant

Following documents have been tendered on behalf of defendants:-

Ex.D1	:	Special Power of Attorney
Ex.D2	:	Sale Deed bearing No.12973 dated 11.12.2012
Ex.D3	:	Mutation No.2997
Ex.D4	:	Jamabandi for the year 2021-2022
Ex.D5	:	Agreement to sell dated 20.05.2015
Ex.D6	:	Jamabandi for the year 2021-2022

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Ex.D7	:	Jamabandi for the year 2021-2022
Ex.D8	:	Jamabandi for the year 2021-2022
Ex.D9	:	Sale deed dated 09.11.2004
Ex.D10	:	Sale deed dated 29.12.2004
Ex.D11	:	Release Deed No.12966 dated 11.12.2012
Ex.D12	:	Release Deed No.12967 dated 11.12.2012
Ex.D13	:	Sale deed dated 03.04.2013
Ex.D14	:	Sale deed dated 10.04.2013
Ex.D15	:	Mutation No.3041
Ex.D16	:	Mutation No.3042
Ex.D17	:	Mutation No.3049
Ex.D18	:	Mutation No.3051
Ex.D19	:	Mutation No.3052
Ex.D20	:	Mutation No.3158
Ex.D21	:	Mutation No.3061
Ex.D22	:	Site Plan
Ex.D23	:	Memo No.NOC-238/2720
Ex.D24	:	Copy of Complaint in case titled as Mandeep vs. Smt. Anju Mangla D/d 23.04.2024
Ex.D25	:	Copy of Power of Attorney
Ex.D26	:	Copy of order dated 18.09.2023 in case titled as Mandeep vs.

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Smt. Anju Mangla D/d
23.04.2024

Ex.D27	:	Copy of plaint in case titled as Mandeep vs. AMG Exim Pvt. Ltd. And ors. bearing CIS No.1264/2024
Ex.D28 & Ex.P29	:	Copy of order dated 19.07.2023 in case titled as Mandeep vs. AMG Exim Pvt. Ltd. and ors. bearing CIS No.1264/2024
Ex.D30	:	Certificate issued by Ramesh Rajat & Co.
Ex.D31	:	Payment entry details
Ex.D32 & Ex.D33	:	Audit Report and Financial Statement of M/s Vardhman Foils
Ex.D34	:	Deed of Partnership (Amedment)
Ex.D35	:	Retirement-cum-Partnership Deed
Ex.D36	:	Deed of Partnership
Ex.D37 to Ex.D39	:	Registration Certificates
Ex.D40	:	Audit Report and Financial Statement of M/s Vardhman Foils
Mark D1	:	Account Details
Mark D2	:	Printed Photograph
Ex.DW2/A	:	Statement of Account
Ex.DW2/B	:	Certificate Under Section 65B of Evidence Act
Ex.DW3/A	:	e-Stamp
Ex.DW3/B	:	e-Stamp

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Thereafter, oral evidence of defendant No.2 was closed by his counsel, vide his separately recorded statement dated 11.03.2024 and the documentary evidence of the defendants was closed by court order dated 21.03.2024.

8. In rebuttal, no evidence has been led by the plaintiff and the same stands closed by ld. Counsel for plaintiff, vide his separately recorded statement.

9. I have heard learned counsel for the plaintiffs and have appraised the evidence available on record along with other material facts and particulars of the case. My issue wise findings with reasons thereof are as hereunder:-

ISSUES NO.1 & 2:

10. All these issues are interconnected and therefore taken up together for proper adjudication of the case. The onus to prove these issues was upon the plaintiff and to discharge that onus, the plaintiff has led oral as well as documentary evidence as discussed above. Whatever has been pleaded has been argued at bar.

In nutshell, the case of plaintiff is that the defendant entered into an agreement to sell with the plaintiff on dated 28.12.12 with respect to the suit property, as detailed in para no.1 of the plaint for a total sale consideration of Rs.90,00,000/- per-acre, out of which, plaintiff made

payment of Rs.7,65,000/- to the defendant as earnest money and separate receipt was executed in this regard on dated 02.08.2012 in the present of witnesses. The date fixed for execution of registration of sale deed was on or before 01.02.2013 after obtaining No-Objection Certificate (herein after referred to as “NOC”) by the defendant.

11. It is stated that plaintiff asked the defendant several times to get NOC in respect of the suit land, but the defendant avoided the same on one pretext or the other. It is stated that plaintiff has also been ready and willing to perform his part of contract and has always been ready to make payment of balance sale consideration amount to the defendant and to bear the expenses of stamp etc, but defendant is intentionally avoiding to perform his part of contract. The plaintiff has also served legal notice upon the defendant on dated 16.01.2013 asking him to obtain NOC from the competent authority, so that sale deed can be executed but the defendant gave no reply to the legal notice, nor reached the Sub-Registrar Office, Rai on 16.01.2013 for the purpose of execution and registration of sale deed in respect of the suit land. The plaintiff also served several reminders to the legal notice, but no avail. Ultimately, the plaintiff served last reminder on 24.11.2015 asking upon the defendant to get NOC from the concerned department for the purpose of execution of registration of sale deed and to reach before Sub-Registrar Office at Rai on or before 07.12.2015, but the defendant did not turn up and the plaintiff, who appeared on 07.12.2015 along with balance

sale consideration among other expenses and waited for the defendant, but he did not turn up.

12. Now, the plaintiff has alleged that the defendant no.1 has executed sale deed in respect of suit property along with other land *vide* sale deed number – 12973 dated 11.12.12, whereas, defendant no.1 was not competent to execute the sale deed as defendant no.1 had already entered into an agreement to sell with the plaintiff with respect to the suit property, but the defendant fraudulently sold away the suit land in favour of defendant no.2. Hence, the present suit.

13. On the other hand, defendant no.1 had admitted the execution of agreement to sell in favour of the plaintiff with respect to the suit land and also admitted that plaintiff has made payment of Rs.7,65,000/- to defendant no.1 as earnest money and it is also admitted that the date fixed for execution and registration of sale deed was on or before 01.02.2013 after obtaining NOC from the competent authority, however, it is alleged that the plaintiff neither supplied the necessary documents to defendant no.1 for getting NOC, nor made payment of balance sale consideration amount to defendant no.1 within stipulated period of time as fixed by parties to the suit. So, it is alleged that it is the plaintiff, who avoided making payment of balance sale consideration amount to the defendant and also the defendant no.1 received legal notice after the expiry period of targeted date fixed for the purpose of

execution of registration of sale deed on 01.02.2013 in respect of the suit property, so it is submitted that the plaintiff is not entitled to any relief as prayed for. Hence, dismissal of the suit has been prayed.

14. It is pertinent to mention here that after filing of written-statement and reply to the present suit, defendant no.1 was proceeded *ex-parte vide order dated 04th August, 2022*.

15. The defendant no.2 has taken the defence by way of filing of a separate written-statement that there was no agreement between the plaintiff and defendant no.1 at the time of execution of sale deed by defendant no.1 in favour of defendant no.2 and it is the defendant no.2 who is actual owner in possession of the suit property and after the execution of sale deed in favour of defendant no.2, mutation no.2997 has already been entered and sanctioned in favour of defendant no.2. It is also stated that the alleged agreement dated 02.08.2012 and receipt are false and fabricated documents which were prepared at the instance of Smt. Anju Mangla and Rakeh Aggarwal, who have also sold their land to defendant no.2 and even at the time of execution of registration of sale deed dated 11.12.2012, no objection was ever raised by any person including the plaintiff regarding the alleged agreement to sell, although, all facts were still within the notice and knowledge of the plaintiff. So it is stated that defendant no.2 is bona-fide purchaser of the suit property. It is further submitted that defendant no.2 applied for getting Change of

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Land Use (CLU) of the suit property as he wants to construct a warehouse on the land, but husband of Anju Mangla, namely Mr. Hari Prakash and one, Rakesh Aggarwal were not in this favour, so they falsely prepared the agreement to sell and filed the suit against defendant no.2. So it is stated that when there is no agreement to sell between plaintiff and defendant no.1 and amount of alleged earnest money and receipt is also false and even thumb impression of Joginder Singh, which was put on the sale deed as well as on agreement to sell is suspicious, hence it clearly comes out that present suit is the result of collusion between the plaintiff and defendant no.1 as they prepared false agreement to sell, hence prayer has been made for dismissal of the plaint.

16. In order to prove his case, plaintiff Rajiv appeared into the witness box as PW1 and tendered his affidavit Ex.P1/A in his chief examination along with documents from Ex.P1 to P5. The alleged agreement to sell dated 02.08.2012 as Ex.P1 and receipt as Ex.P2. Perusal of the alleged agreement to sell goes to show that the suit property is mentioned here as 6 Kanal 16 Marla pertaining to Khewat No.470, Min Khata No. 556, Min Mundarja Mustatil & Killa No. 30 / / 14 Min Paschim (6-16), situated at village Nathupur, Tehsil, Rai, District, Sonipat. It is also stated in para no.1 of the alleged agreement to sell that the said property came in the name of defendant *vide* mutation no. 2884 order dated 12.05.2012 and it has come into his share and now defendant No.1 is owner in possession of the same.

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17. Further, as per contents of the plaint, an amount of Rs.7,65000/- was paid by plaintiff to defendant no.1 as earnest money and the date fixed for execution of registration of sale deed was 01.02.2013 which is target after obtaining NOC from the competent authority in respect of the suit land by the defendant.

18. However, as per para no.8 of the plaint, the plaintiff served legal notice dated 16.01.2013 through his counsel calling upon the defendant to get NOC from the competent authority prior to target dated 01.02.2013 for the purpose of execution of registration of sale deed but, it is alleged by plaintiff that defendant neither gave any reply to the legal notice, nor reached in the office of Sub-Registrar, Rai on 01.02.2013 for the purpose of execution and registration of sale deed in respect of the suit land after obtaining NOC from the concerned department and that the plaintiff waited for defendant on 01.02.2013 whole day in the office of Sub-Registrar Rai, but defendant did not turn up.

19. However, perusal of the case file reveals that there is no any kind of application placed on record by the plaintiff, moved before the Tehsildar, Rai, nor there is any affidavit of the presence of plaintiff before the Office of Sub-Registrar, Rai to mark his presence on 01.02.2013 placed on record which can actually show and prove before the court that plaintiff visited the Office of Sub-Registrar, Rai and got his presence marked and that

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the plaintiff went to the office of Sub-Registrar, Rai along with the balance sale consideration amount and other necessary expenses etc. However, there is no affidavit, nor any kind of application on record to show readiness and willingness on the part of the plaintiff that he actually went to the office of Sub-Registrar, Rai on 01.02.2013 with the balance sale consideration amount and other expenses etc. So, this lacuna on the part of plaintiff goes against his case.

20. As regards the legal notice dated 16.01.2013 is concerned, this Court has noticed that though plaintiff has placed on record the legal notice dated 16.01.2013 as Ex.P3, but the same does not bear signature of the concerned Advocate. The said legal notice is merely an exhibit on the court file, but it is well settled legal principle of law that merely exhibiting a document does not prove the same until and unless the said document is proved in accordance with law. In the present case, the said notice does not bear the signature of the concerned advocate, who sent the same, nor the said advocate himself appeared in the witness box to prove the said notice. Apart from that, it is also noticed that though legal notice dated 16.01.2013 placed on record, which was exhibited by learned counsel for plaintiff, but there is no any kind of receipt on record which can show that the said notice was actually delivered to the defendant No.1. In such circumstance, it can not be said that the said legal notice dated 16.01.2013 was actually delivered to the

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defendant no.1. So, in such circumstances, the said legal notice dated 16.01.2013 can not be relied upon.

21. As regards receipt Ex.P2 is concerned, it bears the signature of two witnesses, namely Aakash and Siyanand. It is pertinent to mention here that though the name of the witnesses have mentioned by the plaintiff in his affidavit Ex.PW1/A, but their names were not disclosed by the plaintiff at the time of filing of the plaint. It is not explained by the plaintiff as to why their names were not written in the plaint and why the said names were disclosed only at the time of filing of affidavit, Ex.PW1/A during his evidence. Rather, when plaintiff Rajiv appeared into the witness box, he has clearly stated in his cross-examination that one of the witnesses, Aakash is his nephew, who is real son of his uncle. As regards witness no.2 Siyanand is concerned, plaintiff has stated in his cross-examination that Siyanand is known to defendant no.1. Plaintiff has showed his ignorance by stating that he does not know what work Siyanand does and that he had not purchased any property along with Siyanand. So, it comes out that both the witnesses at the agreement to sell namely, Aakash, who is the nephew of plaintiff and witness no.2, Siyanand was already known to defendant no.1, were known to the plaintiff and defendant no.1 and there is no Numberdar of the concerned village where the suit property situates as the witness, which certainly goes to create doubt on the execution of the alleged agreement to sell as well as receipt dated 02.08.2012.

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22. However, it is noticed that in the receipt Ex.P2, it is mentioned that out of total sale consideration of Rs.90,00,000/- per-acre, pertaining to the suit property, plaintiff has paid Rs.7,65,000/- to defendant no.1 and separate receipt Ex.P2 was executed in this regard in the presence of witnesses. In PW1's cross-examination, he stated that he gave some of the amount by way of cash to defendant no.1 and some of the amount was paid by him from the account of his mother. But plaintiff has failed to bring on record, the statement of account of his mother which could show before the court that he actually took out some amount from the account of his mother and gave it to defendant no.1. Neither the plaintiff brought on record his own statement of account to show that he took out cash from his account which he later on paid to defendant No.1 nor he brought the statement of account of his mother on record which can prove that he actually paid an amount of Rs.7,65,000/- to defendant no.1 as earnest money out of the total sale consideration amount. So, when there is no proof of payment of earnest money on the part of plaintiff and there is no document to support the case of plaintiff in this regard, in such eventuality, the said averments of plaintiff regarding payment of alleged earnest money to defendant no.1 can not be said to be proved on record.

23. As regards the alleged agreement to sell dated 02.08.2012 is concerned, it is noticed that the said agreement to sell does not bear the name of scribe, who had written the alleged agreement to sell, nor the same bears

the name of any stamp vendor. In fact, on the back side of the page-1 of the agreement to sell, it is written that stamp has been purchased by one, Ashok Kumar. The said Ashok Kumar is neither plaintiff, nor defendant No.1, nor it is clear on record as to who Ashok Kumar actually is? So, in such circumstance when the alleged agreement to sell neither bears the name of scribe, nor bears the name of any stamp vendor, nor it is clear to the court who Ashok Kumar is, who allegedly purchased the stamp paper, nor same is explained by plaintiff counsel. So, all these facts and circumstances prove the alleged agreement to sell dated 02.08.2012 as highly doubtful. The onus is upon the plaintiff to prove the alleged agreement to sell and receipt both dated 02.08.2012 on record by way of bringing sufficient evidence before the court, but it is not so in the present case. Rather, bare perusal of both the documents Ex.P1 & P2, it comes out to be highly suspicious and doubtful.

24. Furthermore, it is noticed that in the alleged agreement to sell, Ex.P1, suit property has been mentioned as 6 Kanal 16 Marla falling in Mustatil and Killa No. 30 // 14 Min Paschim (6-16), situated at village, Nathupur, District Sonapat. When plaintiff appeared into witness box as PW1, he was examined on this point by learned counsel for defendant no.2 upon which, PW1 stated that said area admeasuring 6 Kanal 16 Marla was got written in the agreement to sell by defendant no.1 Joginder. He stated that prior to execution of agreement to sell, neither he visited the Office of Revenue Record (Patwari), nor he took the revenue record of the suit property from

defendant no.1, nor he himself checked the revenue record pertaining to the suit property. In his further cross-examination, he stated that it is correct that in the agreement to sell, Ex.P1, the area of disputed property is written as 6 Kanal 16 Marla, falling in Khewat No.470 and Khata No.556, but in Jamabandi (record of right) for the year of 2006 – 2007 Ex.P11, the area of Mustatil is written as 8 Kanal, whereas, in agreement to sell, the area Mustatil & Killa No.30 //14Min Paschim is written as 6 Kanal 16 Marla. The said witness was shown document Ex.P15, in which the total area of Mustatil & Killa No. 30 // 14 is written as 8 Kanal 0 Marla. So, the said witness has stated that he can not tell on what basis the area of Mustatil & Killa No. 30 // 14 Min Paschim was written as 6 Kanal 16 Marla in agreement to sell Ex.P1. He also stated that he does not know that the area of Mustatil & Killa No. 30 // 14 Min Paschim 6 Kanal 16 Marla was written for the first time in sale deed bearing Vasika No.12973 dated 11.12.12 and that on the basis of said sale deed, mutation tatima no.2997 was entered and sanctioned.

25. From perusal of document Ex.P14 which is tatima mutation no.2997, it comes out that area of Mustatil & Killa No. 30 // 14 has been mentioned as 6 Kanal 16 Marla which was entered and sanctioned on 22.05.2013 and that stated tatima mutation was entered and sanctioned in the name of defendant no.2 on the basis of sale deed executed in favour of defendant no.2 by defendant no.1 bearing sale deed number -12973 dated 11.12.2012. So, it clearly comes out from document Ex.P14 which is tatima

mutation number –2997 and also from the sale deed Ex.D2 which was executed by defendant no.1 in favour of defendant no.2 that the area falling in Mustatil & Killa No. 30 // 14 was written for the first time in the above said sale deed dated 11.12.2012 as 6 Kanal 16 Marla Min Paschim, but on the other hand, the alleged agreement to sell, which is in dispute in the present case, pertains to 02.08.2012 which is much prior to the execution of sale deed by defendant no.1 in favour of defendant no.2. It remains unexplained as to how the area was mentioned as 6 Kanal 16 Marla when the same was not in existence at the time of execution of alleged agreement to sell dated 02.08.2012 and it was written for the first time in the sale deed execution by defendant no.1 in favour of defendant no.2 on 11.12.2012 and its tatima Mutation No.2997 was entered and sanctioned in the year of 2013 but alleged agreement to sell is of year 2012. So, in such circumstance, it comes out that the alleged agreement to sell dated 02.08.2012 is nothing but prepared by plaintiff in collusion with defendant no.1 and the same remains highly doubtful and suspicious on the above said ground.

26. In fact, PW1 has stated in cross-examination that at present, it is defendant no.2, who is owner in possession of the suit property. Further, he has also stated that he does not know from which stamp vendor, he purchased the stamp paper, then himself stated that same was purchased by defendant no.1. The said witness was shown alleged agreement to sell Ex.P1 but he stated that he does not identify and he can not tell from which stamp

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vendor, the stamp paper was purchased by defendant no.1, neither he can tell about the signature of the stamp vendor. He further admitted that he did not get his presence marked on 01.02.2013. He stated that though he went to tehsil, but he did not get his presence marked. So, all circumstances goes to create doubt on the execution of alleged agreement to sell and receipt both dated 02.08.2012 and it comes out that said documents are nothing but prepared by plaintiff in collusion with defendant no.1.

27. Furthermore, it is noticed that the plaintiff in para no.9 of his plaint has submitted that he served three reminders to the legal notice dated 08.02.2013 Ex.P4, 20.01.2014 Ex.P5 and 16.12.2014 as Ex.P6 calling upon the defendant No.1 to get NOC from the concerned department and to intimate the plaintiff in this regard so that sale deed can be executed, but it is alleged that defendant No.1 neither gave any reply to the legal notice dated 16.01.2013 nor gave any reply to the above said reminders to the legal notice. However, in this regard, it is noticed that though plaintiff has placed on record above said reminders from Ex.P4 to Ex.P6, but it is pertinent to mention here that reminder-I dated 08.02.2013 is not signed by any advocate. Reminder-II dated 20.01.2014 and Reminder-III dated 16.12.2024 are both signed by concerned advocate, but there is no receipt of delivery of these above said reminders to defendant no.1. So, in the absence of any postal receipt or tracking report on record, it can not be said that the above said reminders were actually served upon defendant no.1, nor the concerned

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advocate appeared into witness box to prove the above said reminders. As already discussed above, even the legal notice dated 16.01.2013 Ex.P3, same was not signed by any advocate, nor there is any postal receipt regarding delivery of the said legal notice to defendant no.1. So, it can not be said that the legal notice dated 16.01.2013 as well as subsequent reminders from Ex.P4 to P6 were actually delivered to defendant no.1. Rather, it seems that all the said documents were prepared subsequently just in order to create evidence and that said documents were prepared by plaintiff in collusion with defendant no.1.

28. Lastly, the plaintiff has also placed on record reminder-IV dated 24.11.2015 as Ex.P8 to the legal notice dated 16.01.2013 in which, it is stated by the plaintiff to defendant no.1 to appear in the Office of Sub-Registrar, Rai on or before 07.12.2015 for the purpose of execution and registration of sale deed after obtaining NOC from the concerned department as the plaintiff is still ready and willing to perform his part of contract of the agreement. The plaintiff has placed on record one postal receipt to the said legal notice as Ex.P7, but on perusal of the postal receipt Ex.P7, it is revealed that the same bears the date of 02.11.2015, whereas, the alleged 4th reminder pertains to 24.11.2015. So, it again comes out even four reminder was prepared by the plaintiff subsequently in order to create evidence in the present case and it clearly goes to show collusion between plaintiff and

defendant no.1 and for that reason, defendant no.1 opted not to appear before the court even after filing of written-statement.

29. Furthermore, it is noticed that even on 07.12.2015, the plaintiff never appeared before the Office of Sub-Registrar, Rai for the purpose of marking his presence before the concerned Sub-Registrar in order to show and prove before this Court that he actually went to the Office of Sub-Registrar, Rai on 07.12.2015 along with the balance sale consideration amount and other expenses and it was the defendant no.1, who did not appear despite his notice and knowledge. Thus, the plaintiff again failed to prove his readiness and willingness before the court by not placing any affidavit to show his presence before the Sub-Registrar, Rai on 07.12.2015.

30. Apart from documentary evidence, as well as from the evidence of plaintiff himself, the plaintiff also got examined one of the attesting evidence on the alleged agreement to sell, namely Siyanand, who appeared into witness box as PW2, but when the said witness was cross-examined, he categorically stated in his cross-examination that he engaged is in the business of property dealing and he is very much known to defendant no.1, Joginder. He further stated that the agreement to sell was written at one kiosk and it was executed for a period of six months. He stated that he had never seen the disputed property, but he stated that the total area of the disputed property at the time of execution of alleged agreement to sell Ex.P1 was 8

Kanal 0 Marla, then himself stated that the area of the disputed property is written in the agreement is 6 Kanal 16 Marla. He stated that he does not know how come the area of disputed property is written as 6 Kanal 16 Marla falling in Mustatil and Killa No.30//14 Min Paschim, then himself stated that defendant no.1 can tell about the same.

31. At this stage, it is pertinent to mention that this court in the above said paragraphs has discussed in detail that the area, which has been written in the alleged agreement to sell is 6 Kanal 16 Marla in Mustatil and Killa No.30//14 Min Paschim, was written for the first time in tatima mutation no.2997 Ex.P14 which was entered and sanctioned in the name of defendant no.2 in the year of 2013 on the basis of sale deed executed by defendant no.1 in favour of defendant no.2, bearing sale deed no.12973 dated 11.12.2012 whereas, the alleged agreement to sell pertains to date 02.08.2012 which is much prior to sanctioning of mutation in favour of defendant No.2 in year 2013, So, definitely, it is nothing, but the result of collusion between the plaintiff and defendant no.1. Furthermore, the said witness has also stated that he neither knows the name of stamp vendor, nor he knows the name of scribe of the alleged agreement to sell and receipt. Thus, the testimony of the said witness nowhere helps the case of the plaintiff, rather from his testimony also, it comes out that the alleged agreement to sell and receipt are both highly doubtful documents.

32. Other witnesses examined by the plaintiff from PW3 to PW5 are all summoned witnesses. PW3 has proved jamabandi placed on record from Ex.P11 to P13 and mutation no.2997 Ex.P14 and mutation no.2884 as Ex.P15. Similarly, PW4 as well, a summoned witness, who has proved certified copy of document Ex.PW1/A, which is copy of collector rate of the land falling in village Nathupur and he also proved certified copy of the collector rate for the year of 2012 – 2013 placed on record as Ex.PW4/B. Lastly, PW5, who is also a summoned witness as proved sale deed no.12973 dated 11.12.2012 by defendant no.1 in favour of defendant no.2 which is placed on record as Ex.P10, which is correct and genuine as per the summoned record.

33. So, from the entire oral as well as documentary evidence placed on record by the plaintiff, it clearly comes out that alleged agreement to sell as well as receipt dated 02.08.2012 are highly suspicious documents which were prepared subsequently by plaintiff in collusion with defendant no.1 and both the plaintiff and defendant no.1 colluded with each other to prepare the said suspicious documents.

34. From the perusal of the documentary evidence placed on record by defendant no.2, it is revealed that *vide* sale deed Ex.D2, defendant no.1 sold the suit property along with other land to defendant no.2 *vide* sale deed bearing Vasika no.12973 dated 11.12.2012 but, it is not only the defendant

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no.1 who sold the suit land to defendant no.2, rather, there are other vendors along with defendant no.1, namely, Smt. Anju Mangla, wife of Mr. Hari Prakash, M/s Ganga Ice Factory and Cold Storage Private Limited, Delhi, who also sold the suit land along with other land to defendant no.2, but the plaintiff opted not to make them a party in the present suit. The said vendors should have been made party by the plaintiff when their names are appearing categorically in the sale deed dated 11.12.2012, but it has not been done by the plaintiff. So again on this ground, the suit of the plaintiff fails.

35. It is also noticed that the defendant no.1 executed sale deed on 11.12.2012 in favour of defendant no.2 with respect to the disputed property despite the fact that defendant no.1 already entered into an agreement to sell with the plaintiff with respect to the same property. So, again, this also goes to create doubt in the mind of the court as to why defendant no.1 executed sale deed of the same property when defendant no.1 already entered into an alleged agreement to sell with plaintiff with respect to the said property. So, all in all, it comes out that the present case is nothing but the result of collusion between the plaintiff and defendant no.1, who ultimately proceeded *ex-parte* and it is defendant no.2 who being *bona-fide* purchaser of the suit property is contesting the case and has brought true and clear picture before this Court by way of bringing sufficient documentary evidence and by way of cross-examining the plaintiff witnesses.

36. From perusal of documentary evidence produced on record by defendant no.2, there is one document Ex.D23 written to defendant no.1 and others by DTP, Sonipat dated 10.12.2012 regarding NOC for selling the land in Khewat No.388 / 413 / 470 situated in village, Nathupur, District, Sonipat. It is pertinent to mention here that said NOC is with respect to the suit land granted on 10.12.2012 to defendant No.1. Whereas, the date fixed for execution and registration of sale deed in the alleged agreement to sell Ex.P1 was 01.02.2013. So, when NOC was already obtained by defendant no.1 from the concerned department and the same was issued in the name of defendant no.1 on 10.12.2012, then it remains unexplained as to why defendant no.1 did not get the sale deed executed in favour of plaintiff on 01.02.2013 despite the fact that defendant no.1 himself admitting the execution of alleged agreement to sell and receipt both dated 02.08.2012 in its written statement. Meaning thereby, it again comes out that the alleged agreement to sell and receipt were prepared subsequently just in order to create evidence before the court.

37. Though, defendant no.2 has examined Sh. Siddharth Bengani as DW1 and the said witness was examined at length by learned counsel for the plaintiff, but from his entire cross-examination, learned counsel for the plaintiff could not extract anything which could go against the defence of defendant no.2. Remaining witnesses examined by defendant no.2 are summoned witnesses who have brought summoned record, i.e. Bank

Statement of defendant no.2 as well as the Record Partnership Deed number – 2102 dated 29.10.2018 and another Partnership Deed number – 1333 dated 21.12.2021 placed on record as Ex.DW3/A and DW3/B.

38. So, from perusal of the entire evidence led on record by both the parties to the suit, it comes out that the plaintiff has certainly failed to prove the alleged agreement to sell and receipt both dated 02.08.2012, which comes out to be nothing but highly suspicious documents prepared subsequently by plaintiff in collusion with defendant no.1 and plaintiff also failed to show his readiness and willingness to perform his part of contract. So in such a case, the plaintiff is neither entitled to the relief to decree for specific performance of agreement to sell dated 02.08.2012, nor he is entitled to the relief of permanent injunction.

Hence, in view of the detailed discussions made here in above, issues No.1 & 2 are decided against plaintiff.

Issues No.3 to 6:-

39. As a sequel of my above-said discussion and findings of issues No.1 & 2, it comes out that the plaintiff has no locus-standi and cause of action to file the present suit which is also not maintainable. The plaintiff is also estopped by his own act and conduct from filing the present suit.

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Relief (Issue No.7):-

40. As a sequel to above discussed issues No.1 to 6, the suit of the plaintiff stands **dismissed with costs. Decree sheet be prepared accordingly.**

File after due compliance be consigned to record room.

Pronounced in open court.
13.07.2026

(Neha Goyal)
Addl. Civil Judge (Senior Division),
Sonapat.
(UID No.HR0359)

Note: It is certified that this judgment contains **fourty** pages and each page has been signed by me.

Pronounced in open court.
13.07.2026

(Neha Goyal)
Addl. Civil Judge (Senior Division),
Sonapat.
(UID No.HR0359)

Sonal (Stenographer-II)

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Present: Sh. R.K. Tyagi, Advocate for plaintiff.
Defendant No.1 proceeded exparte vide order dated
04.08.2022.
Sh. Sandeep Malik, Advocate for the defendant No.2.

Today the case was fixed for rebuttal evidence, if any as well as
for arguments. No rebuttal evidence is present, therefore, rebuttal evidence is
closed by ld. Counsel for plaintiff, vide his separately recorded statement.

Arguments heard. Judgement pronounced. Vide my separate
judgment of even date, the suit of the plaintiff stands **dismissed with costs**.
Decree sheet be drawn accordingly. File be consigned to the record room
after due compliance.

Pronounced in open court.
13.07.2026

(Neha Goyal)
Addl. Civil Judge (Senior Division),
Sonapat.
(UID No.HR0359)

Sonal

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