



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

203

CR-6372-2015 (O&M)
Date of Decision:-14.05.2026

Mahesh Goel and another

... Petitioners

Versus

Pritam Kaur (since deceased) through LRs

... Respondents

CORAM: HON'BLE MR. JUSTICE PANKAJ JAIN

Present:- Mr. C.S. Bakshi, Advocate,
(*through video conferencing*) with
Mr. Gurjit Singh Saini, Advocate and
Ms. Mallika Passi, Advocate for the petitioners.

Mr. Madan Gupta, Advocate and
Mr. Aayush Gupta, Advocate for the respondents.

PANKAJ JAIN, J. (Oral)

1. The present revision petition is directed against order dated 08.01.2014 (Annexure P-3), order dated 12.03.2014 (Annexure P-6), order dated 16.07.2015 (Annexure P-8) and order dated 02.09.2015 (Annexure P-10) passed by learned Civil Judge (Junior Division), Ludhiana.
2. The primary grievance of the petitioners is that the legal heirs of respondent/defendant - Pritam Kaur, who had expired on 18.01.2013, cannot be allowed to plead contrary to the pleadings raised by original defendant i.e. Pritam Kaur in a written statement dated 07.12.2006 (Annexure P-2) filed by her while she was alive.



3. Plaintiff filed suit seeking decree of possession by way of specific performance propounding agreement to sell dated 12.05.2005 executed by Pritam Kaur widow of Tara Singh.
4. The defendant - Pritam Kaur contested the suit by filing written statement dated 07.12.2006 (Annexure P-2). Para No.2 of the preliminary objections raised in the written statement reads as under:

“2. The purchaser failed to perform their contract. The purchaser did not come present on 20.12.2005 with the balance sale consideration. The defendant came to Ludhiana and appeared before the Sub Registrar and got her affidavit attested. The time was the essence of the contract as to the knowledge of the purchaser. The defendant had entered into an agreement to purchase land in Village Ganiar Majra Bhondri Farm. Pargana Nigohan, Tehsil Mohan Lal Ganj, District Lucknow (U.P.) and had paid earnest money of Rs.14 lacs and the last date for execution of the sale deed had been fixed as 30.12.2005. As the plaintiffs failed to make the payment and get the sale deed executed, the defendant has lost the amount of the contract, money paid vide agreement dated 21.06.2005. By this agreement the defendant had agreed to purchase land measuring 36-9-17 equivalent to 9-1/4 Hactare. The plaintiffs are thus not entitled to any specific performance as at the time of entering into agreement dated 12.05.2005 the defendant could not force that the purchaser would not perform his part of at of the contract and shall thus cause loss and injury to the defendant. The plaintiffs are not entitled to any specific performance which is a relief in equity and cannot be granted to the plaintiffs who have come to the court with soiled hands. The agreement was never read out to the defendant after it was got typed by the purchaser and the defendant was under the impression that the land has been agreed to be sold by her to the Company in whose favour the receipt had been executed at that very time. The date agreed to was never extended. It was 20.12.2005. There is error the khasra numbers as the area of the khasra number 22 is 7-



*9 and an area 1 kanal 9 marlas had already been sold by Harchand Singh to Gurdev Singh and later vide an order dated 29.10.1996 it was transferred in the name of Jaswinder Singh and the area measuring 1 Kanal 9 Marlas is in possession of Singh while the defendant is in possession of 6 Kanals 0 Marla of khasra no.22/1 and the area now owned by the defendant is only 6-0 in this khasra number. As the agreement was not read out to the defendant nor was she given a copy of the same, she could not come to know of the contents and the patent error therein. After the defendant entered into the agreement dated 21.06.2005 the prices of the land in U.P. have increased sharply. With the result if the purchaser had paid the balance sale consideration the defendant would have purchased the land. Now after December, 2005 the prices of the land in dispute have increased sharply resulting in a hardship which the defendant could not foresee at the time she entered into agreement as she never visualized or could never foresee that the purchaser would not make the payment in time and thus create a special hardship to the defendant. **Before entering into the agreement dated 12.05.2005 the purchaser had seen the document of title of the defendant including the Will of her late husband.***

5. Unfortunately, Pritam Kaur died on 18.1.2013. The respondents No.1(i) to (v) were impleaded as legal representatives of Pritam Kaur vide order dated 19.10.2013. On 12.3.2014 (Annexure P-6), they filed written statement pleading as under:

“We the three legal representatives namely Balbir Kaur, Surinder Kaur and Nirmal Kaur adopt the written statement by our deceased mother Smt. Pritam Kaur. This may be read as part of our written statement. We, Balbir Kaur, Surinder Kaur and Nirmal Kaur daughters of deceased Tara Singh admit the correctness of the Will of our mother dated 18.12.2012 in favour of our brothers Nirmal Singh and Balbir Singh. It is further stated that our father Shri Tara Singh had executed a Will dated 06.02.1983. This was



his last Will and he had executed the same in a sound disposing mind. Under this Will our mother had been given the property by our father but she was not entitled to alienate the same and the property was to be inherited by our two brothers after the death of our mother. Our brothers agreed to our mother Pritam Kaur selling this land as our mother Pritam Kaur was to purchase cheap land in U.P. bigger in area then the land agreed to be sold. So we, three have not right in the land in suit. However, we endorse the pleas taken by our two brothers and pray that the suit filed by the plaintiff for specific performance my be dismissed.”

6. Written statement filed on behalf of Balbir Kaur, Surinder Kaur, Nirmal Singh was taken on record vide order dated 12.03.2014 impugned in the present revision petition. Trial Court allowed written statement to be taken on record observing that no new pleadings have been raised.
7. Mr. Bakshi, assails the aforesaid observation made by learned Trial Court and submits that the legal representatives of deceased defendant cannot be allowed to raise new pleas disputing the right of the deceased defendant to alienate the suit property.
8. Mr. Gupta refers to the written statement filed by Pritam Kaur and submits that the WILL dated 12.05.2005 executed by Tara Singh in favour of Pritam Kaur was pleaded in the original written statement and thus it is not a case wherein the legal representatives are improving upon the stand taken by the deceased defendant.
9. I have heard learned counsel for the parties and have carefully gone through the records of the case.
10. In view of the conceded factual position that the defendant - Pritam Kaur during her lifetime filed written statement, wherein she pleaded WILL of her



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(5)

late husband, this Court finds that the right of Pritam Kaur to alienate the suit property shall be adjudicated by learned Trial Court in the light of WILL executed in her favour by her husband without being prejudiced by the pleadings raised by legal representatives.

11. With the aforesaid clarification, the present revision petition is ***disposed off***.
12. All pending miscellaneous application(s), if any, shall stand disposed off.

14.05.2026

Pankaj

**(PANKAJ JAIN)
JUDGE**

Whether speaking /reasoned

Yes / No

Whether Reportable

Yes / No