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IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

RSA-2498-2026 (O&M)
Date of decision: 10.07.2026

Randhir Singh

...Appellant

Versus

Shanti and others

...Respondents

CORAM: HON'BLE MR. JUSTICE DEEPAK GUPTA

Present: Mr. Rose Gupta, Advocate for the appellant.

DEEPAK GUPTA, J. (ORAL)

The plaintiff is in Regular Second Appeal against the concurrent judgments and decrees passed by the learned Civil Judge (Junior Division), Hisar dated 15.10.2019, and learned Additional District Judge, Hisar dated 24.03.2026, whereby his suit for possession by way of specific performance of agreement to sell dated 09.07.1996 has been dismissed.

2. The plaintiff pleaded that Hari Kishan, owner of the suit land measuring 9 kanals 19 marlas, had executed a registered General Power of Attorney dated 27.05.1996 in favour of Shamsher Singh, who allegedly entered into an agreement to sell dated 09.07.1996 in favour of the plaintiff after receiving the entire sale consideration of ₹1,25,000/- and delivering possession. According to the plaintiff, the agreement stipulated that the sale deed could be executed at any time after giving ten days' notice. It was further pleaded that after the deaths of Hari Kishan and Shamsher Singh, legal notice dated 19.08.2015 was served upon the legal representatives of Hari Kishan, but they refused to execute the sale deed, compelling institution of the present suit.

3. The defendants denied execution of the General Power of Attorney as well as the agreement to sell. They asserted that Hari Kishan



never intended to alienate the property, that Shamsheer Singh was merely a distant cultivator and cousin of the plaintiff, that the alleged agreement was forged and fabricated, and that the suit suffered from unexplained delay and laches.

4. Both the Courts below, upon appreciation of oral and documentary evidence, concurrently held that although the registered General Power of Attorney could be accepted to have been executed, the agreement to sell itself had not been proved in accordance with law and, in any event, the plaintiff was guilty of unexplained and extraordinary delay dis-entitling him to the discretionary relief of specific performance. Consequently, the suit and the appeal were dismissed.

5. Assailing the concurrent findings, learned counsel for the appellant contends that once execution of the registered General Power of Attorney stood proved and there was no prescribed date for execution of the sale deed, limitation commenced only after refusal by the defendants in the year 2015. It is argued that both the Courts below erred in treating the suit as suffering from delay and in discarding the agreement merely because it was executed on plain paper.

6. I have heard learned counsel for the appellant and have perused the record.

7. It is now well settled that the jurisdiction of this Court under Section 100 CPC is confined to substantial questions of law. Concurrent findings of fact recorded by two Courts cannot be interfered with merely because another view is possible. Interference is warranted only when the findings are shown to be perverse, based on no evidence, founded upon misreading of material evidence or suffering from patent illegality.

8. Even if it is assumed that the General Power of Attorney dated 27.05.1996 stood duly proved, that by itself does not establish the



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execution of the subsequent agreement to sell. The plaintiff was independently required to prove that the agreement dated 09.07.1996 was voluntarily executed after receipt of consideration and with intention to transfer ownership.

9. The first appellate Court has exhaustively examined the evidence and noticed several circumstances creating serious doubt regarding the genuineness of the agreement. It found that the agreement was executed on plain papers without even minimum stamp duty; no scribe was mentioned or examined; the witnesses failed to prove passing of entire sale consideration; no independent evidence established delivery or continuation of possession; the names of witnesses appeared to have been inserted separately; the plaintiff himself was unable to explain where and in whose presence the document was drafted; and despite allegedly paying entire consideration, no attempt whatsoever was made for nearly two decades to obtain execution of the sale deed.

10. These findings are based upon appreciation of evidence and cannot be characterised as either perverse or contrary to record.

11. Equally significant is the conduct of the plaintiff. The agreement is alleged to have been executed on 09.07.1996 after payment of the entire sale consideration. Hari Kishan died in 1999. Shamsheer Singh also died in 2011. Yet, the plaintiff remained completely inactive until 2015.

12. Although limitation may technically commence from refusal, where no specific date is fixed, mere institution of a suit within limitation does not automatically entitle a plaintiff to a decree for specific performance. Specific performance has always been an equitable and discretionary remedy. The Court is required to examine the entire conduct of the plaintiff.

13. The Supreme Court in ***K.S. Vidyasagar v. Vairavan, (1997) 3***



SCC 1 held that even where limitation has not expired, extraordinary delay coupled with inaction may itself constitute sufficient ground for refusing specific performance. Likewise, in ***Saradamani Kandappan v. S. Rajalakshmi, (2011) 12 SCC 18***, it was reiterated that Courts cannot ignore prolonged inaction merely because the suit falls within limitation.

14. In the present case, the plaintiff did not issue any notice during the lifetime of Hari Kishan. Even after Hari Kishan's death, he remained silent. Even after the death of the alleged attorney in 2011, he again remained inactive for almost four years. Such prolonged silence is wholly inconsistent with the conduct expected from a person, who claims to have already paid the entire sale consideration decades earlier. The conduct, therefore, substantially weakens the plaintiff's plea of continuous readiness and willingness.

15. Still further, Section 16(c) of the Specific Relief Act casts a mandatory obligation upon the plaintiff to establish continuous readiness and willingness throughout. The requirement is not merely financial capacity but continuous conduct demonstrating genuine intention to complete the transaction. The Supreme Court in ***Azhar Sultana v. B. Rajamani, (2009) 17 SCC 27***; and ***Umabai v. Nilkanth Dhondiba Chavan, (2005) 6 SCC 243*** has consistently held that unexplained inaction over long periods negatives readiness and willingness.

16. The plaintiff's solitary act of serving a notice after almost nineteen years cannot erase his prolonged inaction preceding it.

17. Not only above, the first appellate Court has further noticed inconsistencies between the revenue record, the alleged possession, the status of Shamsheer Singh as gair Morusi, absence of any revenue entry reflecting delivery of possession, and absence of independent witnesses from the village despite their availability. The evidence led by PW2 and



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PW3 also falls short of proving payment of consideration and voluntary execution of the agreement.

18. All these are pure findings of fact recorded after appreciation of evidence and do not suffer from perversity.

19. Even assuming some evidence existed in support of execution of the agreement, grant of specific performance is not automatic. The Court exercises equitable discretion. Where the plaintiff's conduct is inequitable, where unexplained delay exists, where the transaction itself appears doubtful, or where the evidence does not inspire confidence, refusal of specific performance cannot be faulted.

20. The appellant has been unable to convince this court that any material evidence has been ignored, any statutory provision has been misconstrued or any settled principle of law has been violated by either of the Courts below.

21. The findings recorded are based upon proper appreciation of evidence and represent one possible and plausible view of the matter. No substantial question of law, therefore, arises for consideration under Section 100 CPC.

22. Consequently, finding no merit in the present Regular Second Appeal and no substantial question of law arising for consideration, the appeal is dismissed.

23. Pending application(s), if any, shall also stand disposed of.

10.07.2026

Yogesh

**(DEEPAK GUPTA)
JUDGE**

Whether speaking/reasoned:- Yes/No
Whether reportable:- Yes/No