



2026:DHC:5070



* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

% *Reserved on: 13th February, 2026*

Pronounced on: 03rd June, 2026

+ **RFA 379/2022**

MR. RAJINDER CHATURVEDI

S/o Sh. Vansh Raj Chaturvedi

R/o D-193, Kali Mandir,

Gauri Shankar Enclave,

Prem Nagar-III, Kirari, Delhi.

.....Appellant

Through: Mr. Pradyumna Singh, Advocate.

versus

SMT. SHANTI SINGH

W/o Sh. Chhote Lal

R/o E-4/107 A, Vinay Enclave,

Laxmi Vihar, Prem Nagar-III, Delhi.

.....Respondents

Through: Mr. Sumeet Verma, Senior Advocate
with Mr. Vijay Kumar Wadhwa,
Mr. Mahinder Pratap Singh and
Mr. Prince, Advocates.

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

J U D G M E N T

NEENA BANSAL KRISHNA, J.

1. **Regular First Appeal** under Section 96 read with Order XLI Rule 1 of the Code of Civil Procedure, 1908 (*hereinafter referred to as "CPC"*) has been preferred by the *Defendant/Appellant, Mr. Rajinder Chaturvedi* against the Judgment and Decree dated **24.09.2021**, whereby the **Suit for Specific Performance, Possession and Rectification of Agreement to Sell** filed by the *Plaintiff/Respondent, Smt. Shanti Singh*, has been decreed in her favour, by the learned Additional District Judge.



2. The Plaintiff had filed a *Civil Suit bearing No. 75903/2016 for Specific Performance, Possession and Rectification of the Agreement to Sell.*

3. The **brief facts** as narrated in the *Plaint* are that, an Agreement to Sell dated **23.07.2011** was executed between the Plaintiff and the Defendant, in respect of Property bearing No. D-193, Near Kali Mandir, admeasuring 36 sq. yards, situated in the area of Village Mundka Colony known as Gauri Shankar Enclave, Prem Nagar-III, Kirari, Delhi-110086 (*hereinafter referred to as "Suit Property"*). The said Agreement to Sell, was witnessed by Mr. Chander Prakash Tripathi and Mr. Arvind Mishra.

4. It is claimed by the Plaintiff that an amount of Rs.2,06,000/- had been paid to the Defendant, as per the terms of the first Agreement to Sell dated 23.07.2011. It was agreed between the parties that the Sale Documents would be executed within a period of two years and possession of the Suit Property shall be handed over to the Plaintiff; till then Rs.3,000/- per month shall be paid by the Defendant to her, as rent towards the suit property.

5. The Plaintiff asserted that thereafter, a second Agreement to Sell dated **12.05.2012** was executed between the parties, wherein the payment of Rs.2,06,000/- was acknowledged and a Receipt dated 12.05.2012 was issued in favour of the Plaintiff, to which Mr. Chander Prakash Tripathi and Mr. Arvind Mishra, were the witness.

6. Subsequently, in last week of June 2012, the Plaintiff informed the Defendant that she had arranged the balance sale consideration of Rs.2,94,000/- and further requested for execution of the Sale documents. However, the Defendant informed the Plaintiff that he would receive the said payment on **22.06.2012** and further requested the Plaintiff that she



should make payment of Rs.2,95,000/-, instead of Rs.2,94,000/-, as the figure 94 was not lucky for the Defendant, as per Numerology.

7. Thereafter, the parties met on 22.06.2012, and the Plaintiff paid the balance sale consideration of Rs.2,95,000/-, towards full and final payment of the Suit Property, for which a Receipt dated 22.06.2012 was issued by the Defendant and the same was duly witnessed by Mr. Chander Prakash Tripathi and Mr. Arvind Mishra. It was further claimed that the original documents of the Suit Property, were handed over to the Plaintiff.

8. However, the Defendant requested the Plaintiff that he was not in a position to shift out and would hand over the vacant possession of the Suit Property, on **20.07.2012**. The Defendant also assured that he would execute all the sale documents and hand over the vacant possession, on the same day.

9. The Plaintiff, thereafter on 20.07.2012, approached the Defendant for honouring the commitment under the Agreement to Sell dated 12.05.2012, but he again expressed his inability to do so. The Plaintiff was not inclined to grant any more time to the Defendant, but he had called some neighbours and persons of locality, who requested the Plaintiff to grant some more time to the Defendant and they assured that the Defendant would hand over the Possession of the Suit Property to the Plaintiff on the said date. The Defendant's assurances and undertaking were reduced in writing, *vide* Assurance Letter dated **21.07.2012**.

10. On 06.09.2012, the Plaintiff in terms of the aforesaid Assurance Letter, requested the Defendant to honour his part of the Agreement, however, he again made excuses and thereafter, flatly refused to execute the



sale documents and declined to handover the vacant possession of the suit property, with *mala fide* intention to cheat and defraud the Plaintiff.

11. The Plaintiff asserted that a fraud had been played upon her by the Defendant, who not only took entire sale consideration of Rs.5,01,000/-, but also failed to execute the sale documents and hand over the vacant possession of the Suit Property.

12. The Plaintiff issued Legal Notice dated **07.09.2012** upon the Defendant; however, he failed to either Reply or comply with the terms of the Sale Agreement. The Plaintiff claimed that she has already performed her part of the Agreement to Sell, but the Defendant is defaulting in doing the needful.

13. The Plaintiff also stated that due to mutual mistake of the parties, the Plot Number and description of the Suit Property was not mentioned in the Agreement to Sell dated 12.05.2012, though it was duly mentioned in the first Agreement to Sell dated 23.07.2011. The Plaintiff stated that Agreement to Sell dated 12.05.2012 was required to be rectified in mentioning the Plot Number of the Suit Property, which is known to the Defendant.

14. It is further asserted that, in second week of September, 2012, the Plaintiff and her husband came to know that the Defendant is trying sell the Suit Property and was negotiating with the Property Dealers in the area for the same. The Plaintiff also received telephonic calls from various Property Dealers from the area. On coming to know the illegal intentions of the Defendant, she confronted the Defendant on **20.09.2012**, but he got infuriated and threatened to sell the Suit Property to some third party.



15. The Plaintiff, thus filed the present *Suit for Specific Performance and Rectification of the Agreement to Sell dated 12.05.2012 and to pass a Decree of possession in respect of the Suit Property*. As warranted in the circumstances, it was prayed that in case, specific performance of the Agreement to Sell dated 12.05.2012 is not possible, then the Defendant be directed to refund the entire sale consideration with up to date, interest.

16. The **Defendant** in his *Written Statement* asserted that the Plaintiff has not approached the Court with clean hands and she intends to grab the suit property on the basis of manipulated documents, in connivance with her associates namely, Mr. Chander Prakash Tripathi, Mr. Arvind Mishra, Mr. Ajay Pal and Mr. Madan Lal.

17. The Defendant denied that he ever signed the alleged Agreements to Sell dated 23.07.2011 or 12.05.2012. It was asserted that the present Suit was an abuse of process of law and did not disclose any cause of action.

18. **On merits**, the Defendant denied that the parties ever entered into any Agreements to Sell, dated 23.07.2011 or 12.05.2012. The Defendant explained that the Plaintiff along with her associates namely, Mr. Chander Prakash Tripathi, Mr. Arvind Mishra, Mr. Ajay Pal and Mr. Madan Lal are property dealers and financiers in the vicinity of the Suit Property and they, in connivance and collusion with each other, grab the property of the poor persons in the area.

19. It was explained that *Mr. Vijay Kumar, elder brother of the Defendant*, was in urgent need of money and had approached Mr. Chander Prakash Tripathi, who introduced him to the Plaintiff. Mr. Vijay Kumar was assured by the Plaintiff that she would finance a sum of Rs.1,92,000/- along with interest at the rate of 18% per annum, for a period of two years, on a



condition that he should furnish some kind security against the said loan amount. Since, Mr. Vijay Kumar did not possess any property in his name; on his request, the Defendant furnished his property documents as guarantee for the loan, whereafter, *the Plaintiff gave a loan of Rs.1,92,000/- to Mr. Vijay Kumar on 23.07.2011.*

20. It was asserted by the Defendant that the Plaintiff had obtained signatures and thumb impressions of the Defendant's brother on some blank papers as well as stamp papers. The Defendant's brother had been regularly making payment of interest at the rate of Rs.3,000/- per month to the Plaintiff, which was duly acknowledged by her, in her own handwriting. The Defendant further asserted that he and his brother paid a sum of Rs.1,50,000/- to the Plaintiff in the month of April 2012, in the presence of Mr. Arvind Mishra.

21. After receiving part-payment towards the loan, Mr. Vijay Kumar requested the Plaintiff to return the blank signed papers and stamp papers. The Plaintiff assured him that all documents would be returned to them after payment of balance loan amount. The Plaintiff further assured that she would tear/destroy the blank signed papers as well as stamp papers.

22. However, for the remaining amount, the Defendant would have to sign fresh blank papers and stamp papers. Accordingly, in good faith, the Defendant signed fresh blank papers and two stamp papers. All these documents were signed by Mr. Chander Prakash Tripathi, Mr. Arvind Mishra, as witnesses.

23. The Defendant further denied the terms of Agreements to Sell dated 23.07.2011 or 12.05.2012. The Defendant also denied the fact that an amount of Rs.2,95,000/- was to be paid by the Plaintiff or that the Defendant



was under an obligation to execute the transfer papers of the Suit Property in favour of the Plaintiff.

24. The Defendant further claimed that he never intended to sell his property nor had he taken any amount from the Plaintiff. It was claimed that Plaintiff has fabricated the facts, which had no truth in them. The Defendant further denied that the Plaintiff had approached him in last week of June 2012 and had tendered the balance amount or that the same was received by him on 22.06.2012.

25. The Defendant further denied that he sought some time for vacating the Suit Property or for handing over the possession to the Plaintiff. He submitted that the alleged Receipt filed by the Plaintiff, was without any date and signatures of the Defendant. If the version of the Plaintiff was to be accepted that six months' time was sought by the Defendant for vacating the Suit Property, it is not understandable as to why the Plaintiff would approach the Defendant within one month and make the payment, without execution of the documents or getting possession.

26. The Plaintiff has manipulated the entire facts, as Defendant never sold the Suit Property nor received any sale consideration, in terms of alleged Agreements to Sell dated 23.07.2011 or 12.05.2012.

27. The Defendant further denied that he had given any Undertaking dated 21.07.2012 or had given any assurance to the Plaintiff to honour the Agreement to Sell dated 12.05.2012. The documents produced by the Plaintiff, were claimed to be fabricated and manipulated.

28. The Defendant claimed that *fraud has been played and he has been cheated by the Plaintiff* for her personal gains and has *mala fidely* claimed that the Defendant received a sum of Rs.5,01,100/- as sale consideration



towards the Suit Property. It is claimed that the Plaintiff along with her associates, are property dealers and money lenders. *It was therefore, prayed that the Suit filed by the Plaintiff is liable to be dismissed.*

29. The **Plaintiff** in her **Replication** reaffirmed the assertions as made in the Plaint and denied the allegations made in the Written Statement.

30. The learned Additional District Judge framed the **following issues, on 05.02.2014:**

- (1) *Whether the suit filed by the plaintiff is liable to be dismissed as it has not been signed or verified by the plaintiff?* **OPD**
- (2) *Whether the suit filed by the plaintiff is not maintainable as it has not been properly valued for the purposes of Court Fees and proper advorum have not been filed as per Court Fees Act?* **OPD**
- (3) *Whether the plaintiff is entitled for specific purpose of agreement dated 12.05.2012 directing the defendant to execute sale deed, GPA etc with respect to suit property bearing No. D-193, Near Kali Mandir, measuring 36 sq. yds out of Khasra No. 24/20/2/2, 25/16/1/1 & 25/16/2/2, situated in the area of Village Mundka?* **OPP**
- (4) *Whether the plaintiff is entitled for decree of possession of the suit property in question?* **OPP**
- (5) *Whether the plaintiff is entitled for compensation, if specific performance is not granted in his favour against the defendant with respect to suit property in question?* **OPP**
- (6) *Whether plaintiff is entitled to rectification of documents i.e. agreement to sell dated 12.05.2012 as prayed for?* **OPP**



(7) *Any other relief.*

31. The *Plaintiff, Smt. Shanti Singh* examined herself as **PW-1** and reiterated her assertions as made in the *Plaint*. She further relied on documents exhibited as Ex.PW-1/A to Ex.PW-1/I.

32. **PW-2** Mr. C. P. Tripathi and **PW-3** Mr. Arvind Mishra, were the witnesses to the *Agreements to sell* as well as the *Receipts*, and proved these documents.

33. **PW-4** Mr. Hari Om, *Oath Commissioner*, proved the signatures of the *Defendant*, in his register.

34. **PW-5**, Mr. Ritu Raj, *Senior Manager, Corporation Bank, Mundka Branch* produced the relevant bank documents.

35. **PW-6** Mr. Ajay Pal deposed about the *Assurance* given by the *Defendant* to the *Plaintiff*, on 21.07.2012.

36. **PW-7** Mr. Sandeep Kumar, *Customer Associate, State Bank of India, Mundka Branch*, produced the statement of the *Savings Account* of the *Defendant*.

37. The *Defendant, Mr. Rajinder Chaturvedi* examined himself as **DW-1** and deposed on similar lines, as the defence taken by him in the *Written Statement*.

38. The *learned Additional District Judge* considered the rival contentions of the parties and held that the *Agreement to Sell* dated 23.07.2011 **Ex.PW-1/D** had been duly proved, as the stamp papers, on which the document was executed, had been purchased by the *Defendant* himself. Moreover, the *Defendant* in his cross-examination as **DW-1**, had



admitted the execution of this document. It was thus, held that Agreement to Sell dated 23.07.2011 was duly executed between the parties.

39. Likewise, on appreciation of evidence, the learned Additional District Judge held that, the Agreement to Sell dated 12.05.2012, which had been duly witnessed by **PW-2** Mr. Chander Prakash Tripathi and **PW-3** Mr. Arvind Mishra, was proved, not only by the Plaintiff, but also by the said witnesses. The stamp papers for this document as well, had been purchased by the Defendant. *It was thus, held that the Agreement to Sell dated 12.05.2012 had been executed between the parties.*

40. Furthermore, the Written Statement, which had been initially prepared on behalf of the Defendant, though not filed on the judicial record (**Ex.DW-1/P1**), was confronted to the Defendant, wherein it was admitted that the Defendant had received earnest money from the Plaintiff in respect of the Suit Property and that he had demanded the balance amount from the Plaintiff. There were specific averments concerning the parties entering into Agreements to Sell and of receiving the earnest money.

41. The Learned Additional District Judge further referred to the testimony of **PW-4**, *Mr. Hari Om, Oath Commissioner*, in whose Register the Defendant had duly signed at the time of notarization of the documents.

42. Though the Defendant had claimed that **PW-2** Mr. Chander Prakash Tripathi and **PW-3** Mr. Arvind Mishra were in collusion, but **PW-6**, *Mr. Ajay Pal*, an independent person living in the locality of the parties, had proved the Assurance dated 21.07.2012 **Ex.PW-1/G** given by the Defendant, and there was no ground to disbelieve him.

43. The defence of the Defendant that a loan was taken by his elder brother, Mr. Vijay Kumar and on his request the Defendant had furnished



the document of the Suit Property as a security, was not accepted. It was thus, *held that the Plaintiff was entitled to the Decree of Specific Performance, in terms of Agreement to Sell dated 12.05.2012 Ex.PW-1/A, therefore, the Defendant was directed to execute the title documents in respect of the Suit Property and rectification in the Agreement to Sell dated 12.05.2012 Ex.PW-1/A for including the complete details of the Property was also allowed. The Suit of the Plaintiff was accordingly, decreed vide impugned Judgment and Decree dated 24.09.2021.*

44. *Aggrieved by the impugned Judgment and Decree dated 24.09.2021, the Defendant has filed the present **Regular First Appeal** under Section 96 read with Order XLI Rule 1 of the CPC.*

45. The Grounds of Challenge are that the impugned Judgement is based on conjectures and surmises, without appreciation of the evidence and the pleadings of the parties. The Learned Additional District Judge has not given any cogent finding on the issue of whether the Defendant had stood as a guarantor for his elder brother Mr. Vijay Kumar, for having taken a loan of Rs.1,90,000/- or Rs.2,06,000/-.

46. PW-1, PW-2 and PW-3 were contradictory in their cross-examination regarding payment of the alleged amount, as well as the place of payment. The Learned Additional District Judge has wrongly concluded in favour of execution of Agreement to Sell dated 12.05.2012. In fact, the Defendant had neither executed Agreement to Sell dated 23.07.2011 **Ex.PW-1/D** nor Agreement to Sell dated 12.05.2012 **Ex.PW-1/A**. The signatures and *Left Thumb Impression* of the Defendant have evidently been forged and fabricated on all the documents and the signatures of the Defendant on these



documents are different from his admitted signatures on his *Vakalatnama* and Written Statement.

47. It has not been considered by the learned Additional District Judge that, Mr. Vijay Bahadur Chaturvedi alias *Mr. Vijay Kumar* was a necessary party to the present Suit, as he had allegedly executed the Agreement to Sell dated 23.07.2011 **Ex.PW-1/D** along with the Defendant.

48. The Learned Additional District Judge erroneously failed to give a finding in favour of a loan having been taken by Mr. Vijay Kumar for a sum of Rs.1,92,000/- and that the Defendant had merely stood as a guarantor.

49. In the end, it was asserted that the Suit Property is a builder property of two floors over an area of 36 square yards and its value is more than Rs.30,00,000/-. It is unbelievable that the Defendant would have entered into any Agreement to Sell towards the Suit Property, for a sale consideration of Rs.5,00,000/-.

50. The Application of the Defendant dated **20.09.2017** under Section 151 of CPC read with Section 45 of Indian Evidence Act, 1872 to examine by an Expert or from a Forensic Science Laboratory for establishing the genuineness of signatures on Ex.PW-1/A to Ex.PW-1/G, has been wrongly dismissed.

51. *It was claimed that there is no proof of payment of Rs.2,95,000/- to the Defendant by the Plaintiff; hence, it was prayed the impugned Judgement and Decree dated 24.09.2021 is liable to be set aside.*

52. The Defendant as well as the Plaintiff, in their respective **Written Submissions** have reaffirmed their respective assertions / defences as have been discussed above.



Submissions heard and Record Perused.

53. *Essentially, the main issue for adjudication in the present Appeal is whether the Defendant had executed Agreements to Sell dated 23.07.2011 and 12.05.2012, to sell the suit property, in favour of the Plaintiff.*

54. The Plaintiff in her plaint as well as in her testimony as **PW-1** had explained that the Defendant had approached her for sale of Suit Property and the parties entered into an Agreements to Sell dated 23.07.2011 **Ex.PW-1/D**. The sale consideration was agreed as Rs.5,00,000/- after which Rs.2,06,000/- was paid by the Plaintiff, while the parties agreed for execution of the sale documents, within a period of two years.

55. It is significant to observe that in this Agreement to Sell dated 23.07.2011 **Ex.PW-1/D**, specifically stated that the Defendant would sell the Suit Property for a sale consideration of Rs.5,00,000/- and that Rs.2,06,000/- had been received by him, while the balance amount of Rs.2,94,000/- was agreed to be paid within a period of two years. It was further agreed that in case the money is given before the said time frame; he would hand over the peaceful possession of the suit property to Plaintiff. It was further agreed *that from the said date, Rs.3,000/- per month shall be payable to the Plaintiff as rent by the Defendant.* In case, there was any delay in making such payment, they would not have any objection to the same.

56. As per the testimony of PW-1, a second Agreement to Sell dated 12.05.2012 was executed between the parties, wherein the receipt of Rs.2,06,000/- was acknowledged. It was further mentioned in this Agreement that the balance amount would be paid up to six months from the date of execution of the aforesaid Agreement to Sell and that the vacant position shall be handed over to Plaintiff, on receiving the entire payment



and complete set of documents pertaining to the Suit Property would also be handed over to the Plaintiff.

57. The Plaintiff in her testimony had explained that though she had time of six months to make balance payment of Rs.2,95,000/-, but she approached the Defendant earlier on 22.06.2012 with the balance sale consideration and indeed paid the balance amount of Rs.2,95,000/- vide Receipt dated 22.06.2012 **Ex.PW-1/E**, which had the signatures of Defendant and was duly witnessed by **PW-2** Mr. Chander Prakash Tripathi and **PW-3** Mr. Arvind Mishra, who also, in their respective testimony, have endorsed their signatures on the said receipt.

58. The stamp papers for execution of Agreements to Sell dated 23.07.2011 **Ex.PW-1/D** and 12.05.2012 **Ex.PW-1/A** had been purchased by the Defendant. Not only this, these documents were duly witnessed by Mr. **PW-2** Chander Prakash Tripathi and **PW-3** Mr. Arvind Mishra, who both, in their respective testimony, had re-affirmed about the execution of these two documents, which were signed by the Defendant.

59. Not only this, the Agreement to Sell dated 12.05.2012 had even been notarised by an Oath Commissioner, who appeared as **PW-4** and produced his Register **Ex.PW-4/A**, wherein the notarization of this Agreement to Sell dated 12.05.2012 was recorded.

60. According to the Plaintiff, after having received the entire sale consideration of Rs.5,01,000/- on 22.06.2012, the Defendant sought more time till September, 2012 for vacating the Suit Property and executing the sale documents. The Plaintiff has deposed that on 21.07.2011. It is only with the intervention of neighbours and well-wishers that she conceded to grant



some more time to the Defendant to vacate the Suit Property and he executed an *Assurance Letter dated 21.07.2012 Ex.PW-1/G*.

61. Pertinently, this document was witnessed by **PW-6**, *Mr. Ajay Pal*, the neighbour of the Plaintiff, who in his testimony has corroborated that the aforesaid Assurance Letter had been prepared by him, in his handwriting and that the Defendant had undertaken to vacate these Suit Premises and hand over the possession to the Plaintiff.

62. However, the Defendant had questioned the authenticity of both the Agreements to Sell and had put a counter defence that in fact, a loan of Rs.1,92,000/- had been taken by Mr. Vijay Kumar, elder brother of the Defendant. Since Mr. Vijay Kumar did not own any Property, Defendant agreed to stand as a guarantor. On this account, they were made to sign on some blank papers and stamp papers, which admittedly had the signatures of **PW-2** Mr. Chander Prakash Tripathi and **PW-3** Mr. Arvind Mishra, as well.

63. From the defence of the Appellant, it emerges that the documents were executed and he did indeed signed all the documents, on all the occasions. Once the execution of documents has been established, his defence which is contrary to the contents of the documents, is not tenable.

64. The Defendant had taken a defence that a loan of Rs.1,92,000/- was taken by his brother Mr. Vijay Kumar. However, there is neither any document to this effect nor Mr. Vijay Kumar has been examined by him, in support of his defence. On the other hand, all the documents, which were executed between the parties, as discussed above, have been duly proved by the Plaintiff as well as her witnesses.

65. Another significant fact is that a Written Statement (**Ex.DW-1/P1**) was prepared on behalf of the Defendant, though the same was not



submitted in the Court, while the copy of the same had been provided to the Plaintiff. DW-1 during his cross-examination was confronted with this Written Statement (**Ex.DW-1/P1**), wherein, he admitted his signatures on the same. This Written Statement contained certain admissions of the Defendant and thus was not filed in Court. In this Written Statement, the Defendant had also admitted that he had received earnest money from the Plaintiff in respect of the Suit Property and that he had also demanded balance amount from the Plaintiff. Thus, there are specific submissions of the Defendant in regard to selling the Suit Property and receiving earnest money, in terms of first Agreement to Sell dated 23.07.2011 (**Ex.PW-1/D**) and he had also admitted his signatures on the said Agreement to Sell.

66. It is also pertinent to note that in the Agreement to Sell dated 23.07.2011 **Ex.PW-1/D**, it was agreed that the Suit Property would be sold by the Defendant to the Plaintiff for a total sale consideration of Rs.5,00,000/-, out of which an amount of Rs.2,06,000/- had been received by the Defendant and the balance amount of Rs.2,94,000/- was to be paid within a period of two years.

67. It was further recorded in **Ex.PW-1/D** that in case, the balance amount is paid on an earlier date, the possession of the Suit Property shall be handed over to the Plaintiff and there would be no objection taken by either party. It was further recorded that the Defendant and Mr. Vijay Kumar Chaturvedi, would start paying rent of Rs.3000/- per month to the Plaintiff, Smt. Shanti Singh from the date of Agreement to Sell dated 23.07.2011 **Ex.PW-1/D**.

68. In this context, it is also pertinent to refer to another document, i.e. **Ex.PW-1/D1**, which has though been denied by the Plaintiff in his cross-



examination, but can still be against the Defendant. As per this document, the rent of Rs.3000/- per month was being paid from July, 2011 till 10.02.2013.

69. Though the Defendant denied the document **Ex.PW-1/D1**, but in this Written Statement he himself had stated about payment of rent of Rs.3,000/- per month by his brother Mr. Vijay Kumar, from the date of execution of the Agreement to Sell. It clearly corroborates that the Suit Property stood sold to the Plaintiff and that Defendant was therefore, liable to pay the rent at the rate of Rs.3000/- per month for their continued use and occupation charges.

70. These documents and the admissions of the Defendant further corroborate, not only the execution of the initial Agreement to Sell dated 23.07.2011, but also that the same was implemented as the Defendant had continued to pay rent to the Plaintiff, till 10.02.2013.

71. The Defendant had taken a plea that **PW-2** Mr. Chander Prakash **PW-3**, Tripathi and Mr. Arvind Mishra in fact, were property dealers / financier, in whose connivance the Plaintiff had manipulated the documents. However, both Mr. Chander Prakash Tripathi and Mr. Arvind Mishra, in their respective testimony, have deposed that they both are working as Teachers and were not property dealers. There is no cross-examination of these two witnesses, on this aspect, to establish them to be property dealers / financiers, acting in connivance with the Plaintiff. Therefore, this challenge of the Appellant was dispelled by the testimony of **PW-2** Mr. Chander Prakash Tripathi and **PW-3** Mr. Arvind Mishra.

72. The Appellant had taken a defence that the bare perusal of the documents i.e. **Ex.PW-1/A** to **Ex.PW-1/G**, would reflect that they do not bear his signatures, when compared to his admitted signatures on his Written



Statement and *vakalatnama*, etc.. It was vehemently contended that these documents do not have Appellant's signatures and cannot be held binding upon him. It was claimed that he had filed an Application under Section 45 of Indian Evidence Act for sending the documents for forensic examination of the signatures, which was not even considered.

73. Though, on perusal of the Agreements to Sell etc. with the admitted signatures of the Appellant, it is evident that there is a marked difference, but merely because the signatures vary, it cannot be of any consequence, he himself has admitted his signatures on **Ex.PW-1/D** i.e. first Agreement to Sell dated 23.07.2011. He has also admitted his signatures on PW-4/A i.e. the Register of the Notary Public, wherein he had signed once, at the time of notarization of the documents. In the light of the overwhelming evidence, where the Appellant has admitted that he had signed the documents, i.e. blank and stamped papers, which were duly witnessed by PW-2 Mr. Chander Prakash Tripathi and PW-3 Mr. Arvind Mishra, the variation in signatures becomes irrelevant.

74. The Appellant may have put his signatures differently on these documents, but from the overwhelming evidence, it is firmly established that there was a transaction between the parties and that the Appellant, who is admittedly the owner of the Suit Property, had agreed to sell the same to Plaintiff. All the documents were admittedly, signed by the Appellant and therefore, difference in signatures is the doing of the Appellant; he by putting his signatures, cannot now claim the benefit.

75. The learned Additional District Judge in the impugned Judgement, in detail, has referred to the evidence of the Plaintiff as well as the admissions made by the Defendant and *rightly held that these documents duly had the*



signatures of the Defendant and there was overwhelming evidence proving the execution of these documents and the payment of the entire sale consideration. But the Defendant had failed to honour his part of the Agreement to Sell and execute the document of title, in favour of the plaintiff.

76. The Plaintiff had *also sought rectification of Agreement to Sell dated 12.05.2012*, wherein the Property Number had not been indicated. It is significant to note that along with this Agreement to Sell, other documents namely Will, Receipt and GPA had been executed, wherein the property number has been mentioned. Merely because the Property Number was left blank in the Agreement to Sell dated 12.05.2012, is of little consequence for. it has been established in evidence that the transaction pertained to the Suit Property *Therefore, the learned District Court has rightly permitted the rectification of Agreement to Sell dated 12.05.2012 Ex.PW-1/A.*

77. Learned District Court has therefore, rightly appreciated the evidence to allow the Suit of the Plaintiff for Specific Performance as well as for rectification of the Agreement to Sell dated 12.05.2012.

Conclusion:

78. In view of the aforesaid discussion, it is held that there is no merit in the present Appeal, which is hereby, **dismissed** along with pending Applications.

**(NEENA BANSAL KRISHNA)
JUDGE**

JUNE 03, 2026/R