

**IN THE SUPREME COURT OF INDIA  
CIVIL APPELLATE JURISDICTION**

**CIVIL APPEAL NOS. 186-187 OF 2025  
[@ SPECIAL LEAVE PETITION (C) NOS. 10908-10909 OF 2024]**

**MANISH AGGARWAL**

**Appellant(s)**

**VERSUS**

**SUKHDEV SINGH & ORS.**

**Respondent(s)**

**O R D E R**

Leave granted.

2. The present case arises out of a pure civil proceeding initiated at the behest of the appellant, who filed a suit for specific performance, being Civil Suit No. 244 of 2007, where respondents No. 2, 3 and 4 were the original defendants, and Respondent No. 1-Sukhdev Singh, who was the subsequent purchaser of the suit property, was later added as a defendant in the said suit.

3. The case of the appellant-plaintiff before the Trial Court was that an initial amount of Rs. 1,50,000/- was given by the appellant to the original defendants-

Kulwant Singh, Jaswant Singh and Ranjit Kaur on 06.10.2005 as initial amount to seal the deal for purchase of the suit property i.e. land admeasuring 46K-17M Khata Nos. 378/383-574/65 Mustatil 97 Killa 7-8-73-14-15/1-17/2-18/1-26-3/2-6/2 Jamabandi of the year 1999-2000 situated in Agawar Gujran and Tehsil Jagraon.

4. Thereafter, on 26.10.2005, an Agreement to Sell was executed between the appellant and respondent no. 2 and Ranjit Kaur (now deceased) in relation to the suit property. Rs.30 Lakhs were given in cash at the time of execution of Agreement to Sell by the appellant. Rs.20 Lakhs were to be paid within 6 months of execution of Agreement to Sell, and the Sale Deed was to be executed 6 months after the payment of Rs.20 Lakhs. Thereafter, the appellant made several efforts to pay this sum of Rs.20 Lakhs as agreed, but defendants kept evading him. Finally, on 23.06.2006, the appellant went to the house of the defendants to give the amount of Rs.20 Lakhs and get their endorsement for the same on the Agreement to Sell.

5. It is the case of the appellant that on the pretext of getting the endorsement of one of the defendants i.e. Ranjit Kaur on the original Agreement to Sell, the other defendant i.e. Jaswant Singh took the document inside the house and subsequently, what was returned to the appellant was a forged document purporting to be the original Agreement to Sell. The appellant immediately realized that what was handed over to him was not the original Agreement to Sell, and promptly filed FIR No. 199 of 2006 at Jagraon Police Station under Sections 420, 406, 467, 468, 471, 120-B of IPC against the defendants.

6. It is an admitted fact that in the above criminal case respondent no.2-Jaswant Singh and one Kuljit Singh were convicted under Sections 420, 467, 468, 471, 120-B IPC. Their appeal against conviction and sentence was dismissed. Now, their revision is pending before the High Court of Punjab and Haryana and the convicts are on bail. So much as to the details of the criminal case.

7. The appellant, at the same time, had also filed a civil suit for specific performance, where a written statement was filed by the defendants-respondents stating that they have sold the suit property to Sukhdev Singh on 24.10.2007 and consequently, Sukhdev Singh, who is Respondent no. 1 in the present matter, was also made a defendant.

8. In the civil suit, all the issues were decided in favour of the plaintiff-appellant and against the defendants-respondents, and suit was decreed in favour of plaintiff-appellant. Thereafter, First Appeals were filed by the defendants-respondents, which were also dismissed. The defendants-respondents preferred Second Appeals before the High Court of Punjab and Haryana under Section 41 of the Punjab Courts Act and the same was allowed vide the impugned judgment. Now, Appellant-Plaintiff is before us.

9. We have heard the learned counsel for both parties and have gone through the judgment of the Trial Court, First Appellate Court as well as the impugned judgment

of the High Court.

10. At this stage, before going into the merits of the case, we may note that in the State of Punjab, what is not applicable is Section 100 of the Code of Civil Procedure ('CPC'), but Section 41 of the Punjab Courts Act. In other words, it is not necessary for the Second Appellate Court to formulate 'substantial question of law' before it decides a case. Nevertheless, it does not mean that the court can appreciate the facts as well as law in its Second Appeal jurisdiction as can be done by a First Appellate Court. Undoubtedly, the powers are not as limited as that of other Courts in Second Appeal, where Section 100 CPC is applicable, but still, it goes with certain limitations.

11. This has been explained by this Court in ***Satyender and Others v. Saroj and others*** reported in **(2022) 17 SCC 154** and ***Shivali Enterprises v. Godawari (Deceased) through LRs and others*** reported in **2022 SCC OnLine SC 1211**.

12. The Second Appellate Court, in this case, however, has totally misdirected itself while appreciating its

powers under Section 41 of the Punjab Courts Act, which clearly states that it can reappreciate the facts and the evidence in case the findings of the trial court and the First Appellate Court are perverse. Nevertheless, the impugned judgment does not provide cogent reasons to show how the findings of the Trial Court and First Appellate Court are perverse and liable for interference by the High Court.

13. Now, coming to the merits of the case. Before the Trial Court, the appellant examined PW1-Pawan Kumar, who was the witness to the original receipt of initial amount of Rs. 1,50,000/- on 06.10.2005; PW2-Satpal, who was the witness to the above-mentioned original receipt and original Agreement to Sell, as well as the endorsement to receipt of Rs.20 Lakhs on the back of the forged document; PW4-Navdeep Gupta, who was the handwriting expert. The appellant got himself examined as PW-3.

14. The depositions of these witnesses in favour of the plaintiff proving the veracity of the original Agreement to Sell were rightly believed by the Trial Court, and affirmed

by the First Appellate Court. In addition, the Trial Court also took note of the above-mentioned criminal case against, *inter alia*, respondent no.2 and observed that the execution of the original Agreement to Sell also stands proved by the statement given under Section 313 of the Criminal Procedure Code ('CrPC') of co-accused Kuljit Singh, who was the broker in the deal between the parties herein. The exact finding of the Trial Court was as follows:

*“35. The execution of agreement in question by Defendants No.1 and 2 also stands proved with the statement of Kuljit Singh recorded in criminal case u/s. 313 Cr.P.C. on 13.01.2015, certified copy of which has been proved on record as Ex.P-9, where Kuljit Singh has stated that he acted as a middle man to get the deal struck between the parties and original agreement was prepared in his presence signed by the parties and the witnesses in his presence and he had also put his signatures on the original agreement. This statement not only proves the existence of original agreement Ex.P-2 but also its due execution by Defendants No.1 and 2.”*

The High Court in the impugned judgment has reversed the concurrent findings of the Trial Court and

First Appellate Court on the ground that both the lower courts erred in relying on the Section 313 CrPC statement of said co-accused Kuljit Singh since it did not satisfy the requirements of Section 33 of the Evidence Act. In doing so, the High Court totally ignored the fact that the original Agreement to Sell stood proved before the Trial Court even without reliance being placed on said Section 313 CrPC statement. The Section 313 CrPC statement was only an additional finding in favour of the appellant by the Trial Court. In other words, the High Court may have been correct in holding that a Section 313 CrPC statement does not satisfy the requirements of Section 33 of the Evidence Act, but in any case, the execution of Agreement to Sell stood proved even without considering the above-mentioned Section 313 CrPC statement, and hence the appellant's suit for specific performance was rightly decreed by the Trial Court.

15. Therefore, in our considered view, the High Court erred in setting aside the concurrent findings of the Trial Court as well as the First Appellate Court to the



extent that they relate to decreeing the suit for specific performance in favour of the appellant.

16. We thus allow these appeals and set aside the impugned judgment of the High Court.

17. Interim order(s), if any, shall stand vacated.

18. Pending application(s), if any, stand disposed of.

.....J.  
[ SUDHANSHU DHULIA ]

.....J.  
[ PRASHANT KUMAR MISHRA ]

**New Delhi;  
JANUARY 07, 2025.**

S U P R E M E C O U R T O F I N D I A  
R E C O R D O F P R O C E E D I N G S

Petition for Special Leave to Appeal (C) Nos. 10908-10909 of 2024  
(arising out of impugned final judgment and orders dated 30.01.2024  
in RSA No. 5792/2019 and RSA No. 566/2020 passed by the High Court  
of Punjab and Haryana at Chandigarh)

MANISH AGGARWAL

Appellant(s)

VERSUS

SUKHDEV SINGH &amp; ORS.

Respondent(s)

(IA No. 112648/2024 - EXEMPTION FROM FILING C/C OF THE IMPUGNED  
JUDGMENT) (IA No. 112650/2024 - EXEMPTION FROM FILING O.T.)  
(IA No. 118967/2024 - PERMISSION TO FILE ADDITIONAL  
DOCUMENTS/FACTS/ANNEXURES)

Date : 07-01-2025 These matters were called on for hearing today.

CORAM : HON'BLE MR. JUSTICE SUDHANSHU DHULIA  
HON'BLE MR. JUSTICE PRASHANT KUMAR MISHRA

For Appellant(s) Mr. Ajit Kumar Sinha, Sr. Adv.  
Mr. Ivan, AOR  
Mr. Alok Singh, Adv.  
Mr. Naveen Soni, Adv.

For Respondent(s) Mr. Vijay Jindal, Sr. Adv.  
Mr. Sukhdeep Singh Sidhu, Adv.  
Mr. Abhishek Shukla, Adv.  
Mr. Pankaj Gautam, Adv.  
Mr. Harsheen M. Palli, Adv.  
Mr. Chritarth Palli , AOR

Mr. Atul Aggarwal, Adv.  
Ms. Sweta Rani, AOR

UPON hearing the counsel the Court made the following  
O R D E R

Leave granted.

The appeals are allowed in terms of the signed order.

Pending interlocutory application(s), if any, is/are disposed of.

(JAYANT KUMAR ARORA)  
ASST. REGISTRAR-CUM-PS

(RENU BALA GAMBHIR)  
ASSISTANT REGISTRAR

(Signed order is placed on the file)