2026 INSC 961

Non-Reportable

IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION

Civil Appeal No. of 2026
(Arising out of SLP (C) No.22290 of 2026)

Bohar Singh & Anr. **...Appellant (s)**

Versus

Sardara Singh & Ors. **...Respondent (s)**

ORDER

Leave granted.

2. A suit for specific performance filed by the three respondents herein in the year 1987, stood dismissed by the Trial Court. In First Appeal, the dismissal of the Trial Court was reversed and the suit decreed, which was confirmed in Second Appeal; impugned herein.

3. The agreement executed was of the year 16.08.1984 and the period provided for paying the balance consideration was two years. An earnest money of Rs.27,300/- was given at the time of agreement for 4 acres of property at the rate of Rs.12,000/- per acre. It was also contended that the period for due execution of the sale deed was extended by one year, i.e., from 16.08.1986 to 19.06.1987; on the request of the defendant. The defendant contended that there was no such agreement executed by him and the transaction was a loan transaction with the father of the plaintiffs. The defendant also produced a receipt dated 27.05.1987 as Exhibit D1, issued by the father of the plaintiffs, admitted by the recipient who was examined as PW4, of Rs.27,875/-.

4. One of the plaintiffs was examined as PW2, the scribe as PW1 and the witness to the agreement as PW3.The earnest money was paid by PW2 as spoken of by the scribe and the independent witness, who deposed on the due execution of the agreement. The plaintiffs' father was also examined as PW4, who admitted, D-1 but only a receipt of Rs.875/- on the date shown in the receipt. The defendant too examined three witnesses.

5. The Trial Court by a reasoned judgment found a number of discrepancies in the case set up by the plaintiffs. PW2 deposed that the deal was struck, for the sale, a fortnight (in the plaint, 15 days) before its execution on

16.08.1984, but the stamp paper on which the agreement was written was purchased, as per the endorsement on it, on 06.07.1984, long before the deal was struck. Then, despite the recital in the agreement speaking of possession having been handed over on payment of earnest money, the possession remained with the defendant, as admitted by the plaintiffs too. The extension of period from 16.08.1986 to 19.06.1987, was found suspicious since the date 19.06.1987 was found to be tampered with. The reason given by PW2, one of the plaintiffs, for the tampering, was the request of the defendant to extend the time for execution of the document. The Trial Court rightly found that this explanation does not stand to reason, since what remained to be done by the defendant was mere execution and not arrangement of funds. The witness to the document, PW3, was also found to be a person belonging to another village. Coupled with the fact that the execution of Exhibit D1 was admitted, the falsehood of the claim of PW4 that he received Rs.875/- only, contrary to the receipt was highlighted, especially when the writing in the receipt was very clear, which had the thumb impression of not only the father but also of two witnesses.

6. Insofar as readiness and willingness, it was found that PW2 did not prove his readiness and willingness, but for producing Exhibit P4, to evidence one of the plaintiffs having gone to the Sub-Registrar's Office on the last date as provided in the agreement; i.e., the extended date. Exhibit P4 showed only Saudagar Singh, one another plaintiff, having gone to the Sub-Registrar's Office, who did not mount the box to speak of the same. There was nothing to show the readiness or willingness of the plaintiffs to pay the balance consideration, especially by way of showing the availability of balance amounts with them. The suit, thus, stood dismissed. We also notice that the testimony of PW2 was to the effect that he went to the SRO on the agreed upon date with Rs. 56,000/-; far in excess of the balance consideration coming to only Rs. 20,700/-

7. The First Appellate Court and the High Court found that there was nothing to show that Exhibit P1-agreement was fabricated. The endorsement of extension of the date was authenticated by marking thumb impression of the defendant also. The receipt issued by PW4 was with respect to another transaction. The First Appellate Court ordered specific performance, which was affirmed by the High Court in Second Appeal.

8. We cannot but emphasize the reasoning of the Trial Court which was reversed by the First Appellate Court and the Second Appellate Court without application of mind. The suspicious circumstances, as pointed out in the judgment of the Trial Court dismissing the suit, were brushed aside to find that the defendant failed to prove that the document was fabricated. Though, the suspicious circumstances pointed out by the Trial Court were adverted to, it should have been properly debunked before shifting the onus of proof, on to the defendant. It is also pertinent that the defendant did not dispute his mark on the document, his contention was that the agreement to sell having been drawn up without his knowledge on blank papers he was forced to sign and not of a fabricated document created; which contention is subtly distinct and different from a fabrication. The extension was found to have been tampered with, but brushed aside on a mere conjecture that one party would have disagreed on the date written, which led to the correction; without even an oral testimony to that effect.

9. We cannot but observe that the receipt of Rs.27,875/- by the father of the plaintiffs was just prior to the expiry of the agreement i.e.,19.06.1987, on 27.05.1987. The specific contention taken by the defendant was that there were many documents which was got executed at the time of availing a loan which was promised to be returned on Rs.27,875/- being handed over to PW4. That having been done, the papers were not returned, is the specific contention. Here we have to observe that though PW2 claimed that himself, his brothers and his father were separate from each other, but in the same breath claims that Rs.56,000/-, with which they reached the SRO, on the appointed day, was joint funds.

10. We cannot but observe that there was no good reason stated for the plaintiffs' father to accept an amount which was a more than the balance sale consideration from the defendant. The sale could have been concluded by adjusting the said amount due from the defendant as balance sale consideration especially looking at the date on the receipt; 27.05.1987, just a few days prior to the extended date of 19.06.1987.

11. On reckoning the various suspicious circumstances as pointed out by the Trial Court and the admission of execution of the receipt of Rs.27,875/- just prior to the expiry date of agreement of 1984, we are persuaded to restore the Trial Court's order.

12. We notice that an amount of Rs.27,300/- had been paid, as per the evidence led by one of the plaintiffs, the son of PW4. The said earnest money amount was paid in the year 1984. The plaintiffs have also deposited Rs. 20,700/- on 29.01.1994 before the Treasury, being the balance consideration.

13. Considering the long lapse of time, we direct the money paid by the plaintiffs/respondents with simple interest @ 12.5% per annum to be repaid by the defendants/appellants to the plaintiffs/respondents, or deposited in the Trial Court, for disbursal to the plaintiffs, in the following manner. The interest would be calculated on Rs.23,700/- from 16.08.1984 and for Rs.20,700/- from 29.01.1994. The deposit made of Rs.20,700/- in the Treasury shall stand reimbursed to the plaintiffs with interest if any accrued, which amounts shall be deducted from the refund directed by us. We hasten to add, if payment as directed is not made, then it will be a charge on the property.

14. The appeal stands allowed with the above directions.

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

.......................................J.
(J. B. PARDIWALA)

.......................................J.
(K. VINOD CHANDRAN)

NEW DELHI;
AUGUST 31, 2026.