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**S.A. No.2133/2025**

**IN THE HIGH COURT OF MADHYA PRADESH**

**AT INDORE**

**BEFORE**

**HON'BLE SHRI JUSTICE JAI KUMAR PILLAI**

**SECOND APPEAL No. 2133 of 2025**

***RATANLAL***

*Versus*

***RAGHU SINGH AND OTHERS***

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**Appearance:**

***Shri Abhishek Tugnawat - Advocate for the  
appellant/defendant.***

***Shri Bhuwan Deshmukh – Government Advocate  
for the respondent No.3/State.***

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**Reserved on : 16/09/2025**

**Delivered on : 23/09/2025**

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**J U D G M E N T**

**Heard on the question of admission.**

This second appeal under Section 100 of CPC has been filed by the appellant/defendant being aggrieved by the judgement and decree dated 06/08/2025 passed by 2<sup>nd</sup> Additional District and Session Judge, Mahidpur, District-Ujjain (M.P.) in RCA No.13/2025 arising out of the judgment and decree dated 10/12/2024 passed by 1<sup>st</sup> Civil Judge (Junior Division), Mahidpur, District-Ujjain (M.P.) in Civil Suit No.23-A/2020, which was set-aside.

**Facts of the case, in short are as under :-**

2. The plaintiff/respondent filed a suit against the appellant/defendant for specific performance of the contract and for getting possession, the case of the plaintiff/respondent is briefly as follows that the appellant/defendant No.1 - Ratanlal has agricultural land survey No.104/1/1 measuring 1.95 sq. meter situated in Village-Panodia, Tehsil-Mahidpur. Out of this hectare, 0.25 hectare area adjoining Kankar on the west side (Chaturbheema is Shantabai's land on the east, Kankar on the west, road on the north and remaining land of the said survey number on the south) was agreed to be sold to the



plaintiff/respondent for a consideration of Rs.80,000/- and on 06/02/2019, after receiving Rs.70,000/- from the plaintiff/respondent, a registered sale deed/agreement was executed in favour of the plaintiff/respondent in front of witnesses and after receiving the remaining consideration of Rs.10,000/-, it was agreed to get the registered sale-deed of the disputed land executed in favour of the plaintiff/respondent by 06/02/2020. The plaintiff/respondent repeatedly requested the appellant/defendant No.1 orally to receive the remaining consideration of Rs.10,000/- and execute the sale-deed of the disputed land in favour of the plaintiff/respondent, but the appellant/defendant No.1 always kept on procrastinating. The plaintiff/respondent appeared at the Sub-Registrar's Office, Mahidpur, on 06/02/2020 with the remaining consideration for the execution of the sale-deed, but appellant/defendant No.1 did not appear. Subsequently, the plaintiff/respondent, through his lawyer, sent a notice to appellant/defendant No.1 on 07/02/2020, requesting him to comply with the agreement. However, despite receiving the notice, appellant/defendant No.1 did not execute the sale deed in favor of the plaintiff/respondent and instead sent a false reply to the notice on 14/02/2020. Accordingly, the suit was



accepted wherein it was prayed that the registered sale-deed for the disputed land to be executed in favour of the plaintiff/respondent in compliance with the sale deed/agreement by appellant/defendant No.1 and a prayer was made to give the possession of the disputed land to the plaintiff/respondent.

3. Appellant/defendant No.1 appeared before the learned trial court through his advocate after due service. As he did not present the written statement despite being given an opportunity, the opportunity of appellant/defendant no. 01 to present the written statement was rejected by the learned trial court as per the order dated 08/05/2023. Appellant/defendant No.2 was State of Madhya Pradesh which did not appear before the learned Trial Court despite due service, unilateral action has been taken against them. No reply was presented on behalf of appellant/defendant No.2 also. It has been pleaded by the appellant/defendant No.3 that the suit has been filed on false grounds. The land survey No.104/1/1 measuring 1.95 hectares is owned and possessed solely by the appellant/defendant No.1. The appellant/defendant No.1 has sold 0.13 hectares of land out of the land survey No.104/1/1 measuring 1.95 hectares to



the appellant/defendant No.3 for Rs.70,000/- through a registered sale deed/agreement dated 07/11/2020. The appellant/defendant No.3 being a *bonafide* purchaser has also got his name mutated in the revenue records on the land purchased and the appellant/defendant No.3 has sole possession of the purchased land and thus prayed for the dismissal of the suit. Accordingly, the learned trial Court framed 7 (seven) issues, which are as follows :-

1. *“Whether the disputed land survey number 104/1/1 rakwa 1.95 out of which rakwa measuring 0.25 situated in the west direction of village Panaujia, Tehsil Mahidpur, according to whose Chaturbashima, Shantabai's land is situated in the east, Kankar in the west, road in the north and remaining land in the south, appellant/defendant No.1 had executed a sale deed/agreement dated 06.02.2019 in favour of the plaintiff/respondent ? – Proved.*
2. *Whether the above agreement dated 06.02.2019 was illegally refused to be performed by the appellant/defendant No.1 ? - Proved.*
3. *Whether the plaintiff/respondent has always been ready and willing to perform his part of the sale deed/agreement dated 06.02.2019 ?- Proved.*



4. *Whether the plaintiff/respondent is entitled to specific performance of the agreement dated 06.02.2019 ?- Proved.*
5. *Aid and litigation expenses ? - As per Para 25.*
6. *Whether the agricultural land survey number 104/1/1/2 area 0.13 hectare situated in village Panodia, Yehsil Jharda, is part of the area of 0.25 hectare out of the disputed land survey number 104/1/1 area 1.95 hectare ? – Not proved.*
7. *Whether appellant/defendant No.3 is a bona fide purchaser of the disputed portion of the above land survey No.104/1/1/2 measuring 0.13 hectare ? - Not proved.”*

4. On the basis of the pleadings of both the parties, the learned trial court framed the issues on 11/07/2023 and additional issues No.6 and 7 were framed on 04/07/2024. On behalf of the plaintiff/respondent, the statements of the plaintiff/respondent himself (PW-1), witness Ramgopal (PW-2) and service provider Manoj Kumar Verma (PW-3) were recorded and documents from Exhibit P-1 to Exhibit P-10 were exhibited. On behalf of appellant/defendants, the statement of Ratanlal (DW-1) himself was recorded and no



documents were produced in support of the appellant/defendant.

5. After appreciating the evidence of both the parties, the learned Trial Court passed the impugned judgment on 10/12/2024 holding that the sale deed/agreement dated 06/02/2019 was executed by appellant/defendant No.1 in favour of the plaintiff/respondent in respect of the disputed land and appellant/defendant No.1 has illegally refused to perform the agreement, further the plaintiff/respondent was always ready and willing to perform his part of the sale deed/agreement and was entitled to perform the contract specifically and that the land survey No.104/1/1/2 measuring 0.13 hectare sold to defendant No.3 was not a part of the disputed land and appellant/defendant No.3 has also failed to prove that the land survey No.104/1/1/2 measuring 0.13 hectare alleged to be purchased from appellant/defendant No.1 is a part of the disputed land. Thus, the learned Trial Court observed that he fails to prove that he was a *bonafide* purchaser of said land and the suit filed by the plaintiff/respondent was accepted and a decree for specific performance of the contract was granted in favour of the plaintiff/respondent against the appellant/



defendant.

6. Being aggrieved by the impugned judgment and decree, the appellant/defendant has filed appeal under Section 96 of CPC before the First Appellate Court on the ground that the impugned judgment and decree passed by the learned Trial Court is against the law and deserve to be set aside. The learned Trial Court has not properly considered the evidence on record. The learned Trial Court has not given any conclusion regarding the transfer of the disputed land by the appellant/defendant to appellant/defendant No.3 through a sale-deed and the mutation of appellant/defendant No.3 therein in the revenue records.

7. The First Appellate Court has examined the facts of the case in detail and observed that the learned Trial Court has not committed any error of fact or law in accepting the suit filed by the plaintiff/respondent as per the impugned judgment and decree and in granting a decree in favour of the plaintiff/respondent against the appellant/defendant for specific performance of the contract and acquisition of possession. In such a situation, the impugned judgment and decree passed by the learned Trial Court is not subject to





intervention and confirmed the judgment and decree passed by the trial court.

8. Being aggrieved by which, the appellant/defendant preferred the present appeal on the following substantial questions of law :-

*“1. Whether the First Appellate Court erred in not examining the applicability of the Section 17 and Section 18 of The Indian Contract Act, 1872, despite facts available on record show that the agreement to sell was obtained by deceiving the appellant/defendant, thereby rendering the contract voidable and affecting the validity of the underlying transaction ?*

*2. Whether the learned judge of the trial court and first appellate court was justified by passing decree and confirmation of the same when ample evidence was available on record showing that the respondent No.1 has obtained the agreement to sell by deceiving the appellant/defendant ?*

*3. Whether the appellate court has committed an error of law by dismissing the application filed by the appellant/defendant under Order 41 Rule 27 of CPC ?*

*4. Whether the appellate court has committed a grave error of law by not*



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*considering and not relegating the matter to the trial court by giving one more chance of filing the written statements?*

*5. Whether the trial court and appellate courts order is just and proper when the plaintiff/respondent has not proved that he was always ready and eager to perform his part of contract ?*

*6. Whether the Appellate Court's order is just and proper when it does not deal with all the issues and points for consideration and very much silent on various points?*

*7. Any other substantial question of law which the Hon'ble Court deems fit in the facts and circumstances of present matter."*

**9.** Learned counsel for the appellant/defendant argued that the learned Trial Court and Appellate Court have committed grave error of law by not considering the legal objection of the appellant/defendant that the disputed land was already transferred by the appellant/defendant to the respondent No.3 through a sale deed and the name of the respondent No.3 has also been mutated in the land revenue records. Further also submitted that appellate court has not considered that the trial court had not given the appellant/defendant No.1, a fair opportunity of being heard



by depriving him of the right to file a written statement.

**10.** eLearned counsel for the appellant/defendant contended that the learned appellate court have committed a grave error of law in rejection the application filed by the appellant/defendant under Order 41 Rule 27 of the CPC to take the additional documents on record. Moreover, appellant/defendant had not signed anything regarding sale of his land to respondent No.1. The respondent No.1 has obtained the sale deed/agreement by deceiving the appellant/defendant.

**11.** It is further submitted by learned counsel for the appellant/defendant that the judgment and decree passed by First Appellate Court suffer from manifest illegality & perversity and deserves to be set-aside and the appeal filed by the appellant/defendant be allowed.

**12.** On the other hand, learned counsel for the plaintiff/respondent has supported the impugned judgment and decree passed by the learned First Appellate Court and prayed that in the facts and circumstances of the case, no any substantial question of law arises in the present appeal



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for determination, hence, deserves to be dismissed *in limine*.

**Analysis and conclusion :-**

13. Heard learned counsel for both the parties at length and perused the entire records and on going through the findings recorded by the First Appellate Court, it has been found that learned First Appellate Court rightly observed that on the point of execution of registered sale deed/agreement dated 06/02/2019 by appellant/defendant(Ratanlal) in favour of the plaintiff/respondent, the statements of plaintiff/respondent (Raghusingh) (PW/1) witness Ramgopal (PW/2), attesting witness of the sale deed/ agreement and service provider Manoj Kumar Verma (PW/3) are on record in support of the plaintiff/respondent. Registered sale deed/agreement dated 06/02/2019 (Exhibit P/9) has been produced in evidence on behalf of the plaintiff/respondent. Plaintiff / respondent - Raghusingh (PW/1) has stated that the agreement of Exhibit P/9 was executed in his favour by appellant/defendant Ratanlal in the Sub Registrar's office. Ramgopal (PW/2), is attesting witness of sale deed/agreement Exhibit P/9. He has stated in the examination in chief that the sale deed/agreement of



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Exhibit P/9 was signed by the executor Ratanlal in front of him in the sub-registrar office and has also identified his own signature as a witness on the contract document Exhibit P/9 and there is Ratanlal's signature on Exhibit P/9. The said witness has also stated that Raghu Singh (PW/1) signed Exhibit P/9 in front of him. Thus, the evidence of the said witness shows that the appellant/defendant (Ratanlal) executed the sale deed/agreement (Exhibit P/9). Witness Manoj Kumar Verma (PW/3) has also stated in support that the document of Exhibit P/9 was prepared by him as per the instructions of Ratanlal and booking of slot was also done by him and this witness in his cross examination remained firm.

**14.** It has been rightly observed by the learned First Appellate Court that the appellant/defendant has not stated any willingness to execute the sale deed/agreement in accordance with Exhibit P/9. However, Exhibit P/4, the reply to Exhibit P/1, (the notice sent by the plaintiff/respondent) to the appellant/defendant, purports to have fraudulently executed an illegal sale deed/agreement for the appellant/defendant's land. The appellant/defendant has failed to establish that the plaintiff/respondent executed



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the Exhibit P/9 deed through fraud or deception. However, as previously discussed, the appellant/defendant has proven to have executed a registered sale deed/agreement (Exhibit P/9), in favor of the plaintiff/respondent. Appellant/defendant No.1 has not provided any legal reason for refusing to perform Exhibit P/9 in favour of the plaintiff/respondent. Thus, the evidence on record establishes that appellant/defendant No.1 has illegally refused to perform the aforementioned agreement (Exhibit P/9).

15. Moreover, a registered document carries with it a presumption that it was validly executed. It is for the party challenging the genuineness of the transaction to show that the transaction is not valid in law. In **Prem Singh v. Birbal (2006) 5 SCC 353**, it was held as under:

*“27. There is a presumption that a registered document is validly executed. A registered document, therefore, prima facie would be valid in law. The onus of proof, thus, would be on a person who leads evidence to rebut the presumption. In the instant case, respondent No.1 has not been able to rebut the said presumption.”*



**16.** Thus the aforementioned registered sale-deed/ agreement (Exhibit P/9) is a registered document and no specific evidence has been produced by the appellant/defendant stating that the said document was obtained through fraud or deception. Therefore, the presumption can be laid down for the aforementioned document to be correct and genuine.

**17.** However in the present case, the First Appellate Court has rightly observed that plaintiff/respondent No.1 - Raghu Singh (PW-1) stated that on the maturity date of the contract, i.e., 06/02/2020, he arranged the remaining consideration of Rs.10,000 along with expenses for execution of the sale deed/agreement and presented himself at the Sub-Registrar's office for registration. However, appellant/defendant No.1, Ratanlal, failed to appear and deliberately delayed execution of the deed. Consequently, the plaintiff/respondent, through his counsel, served a legal notice on 07/02/2020 (Exhibit P/1), supported by postal receipt (Exhibit P/2) and acknowledgement bearing appellant/defendant's signature (Exhibit P/3). The appellant/defendant replied with false grounds (Exhibit P/4), yet the sale deed/agreement was not executed. The



plaintiff/respondent also produced Exhibits P/5 and P/6 to prove his presence at the Sub-Registrar's Office and his objection application filed on the same date. Nothing adverse was elicited in cross-examination to discredit his statement.

**18.** The learned First Appellate Court further rightly established that appellant/defendant No.1 (Ratanlal) had entered into an agreement to sell the disputed land through Exhibit P-09, a registered sale deed/agreement dated 06/02/2019. Under this agreement, he undertook to execute the sale deed in favour of the plaintiff/respondent within one year upon receipt of the balance consideration. The plaintiff/respondent's deposition is consistent with this agreement, and it is undisputed that the appellant/defendant received earnest money. Thus, the stands proved that the appellant/defendant had contracted to execute the sale deed on receiving the balance Rs.10,000/- dated 06/02/2020.

**19.** The learned First Appellate Court also rightly observed that it is also proved from Exhibits P/5 and P/6, along with the plaintiff/respondent's testimony, that he arranged the balance consideration and was present at the





Sub-Registrar's office on the agreed date, but appellant/defendant No.1 Ratanlal failed to appear and execute the deed. Furthermore, the legal notice dated 07/02/2020 (Exhibit P/1) and its acknowledgment (Exhibit P/3) confirm that the plaintiff/respondent demanded performance within a week, reiterating his readiness and willingness. Despite receiving this notice, the appellant/defendant refrained from registering the land, thereby demonstrating deliberate refusal.

**20.** Accordingly, the learned appellate court rightly finds that appellant/defendant No.1, Ratanlal, has illegally refused to perform his part of the contract, while the plaintiff/respondent has consistently remained ready and willing to fulfil his obligations. The refusal of execution of the sale deed is duly proved. Hence, the findings of the trial court and learned appellate court are correct, and no error of fact or law has been committed in holding that the plaintiff/respondent's claims.

**21.** The First Appellate Court rightly observed that the learned Trial Court had provided adequate opportunity to defendants Nos.1 and 3 to present their evidence, as detailed



in paragraph 55. It was the defendants themselves who chose to close their evidence on 16/10/2024. The court further rightly observed in paragraph 56 that although defendant No.3 had claimed to have purchased a portion of the disputed land vide registered sale deed dated 07/11/2020, however no such document or corroborating testimony was submitted during trial. Furthermore, as observed in paragraphs 57 to 59, the learned First Appellate Court correctly concluded that defendants No.3 had failed to prove the purchase of the land, its registration, or its inclusion in the disputed survey number. Consequently, defendant No.3 could not be considered as a bona fide purchaser of the said land. The appellate court rightly upheld the trial court's findings regarding stating that there was no factual or legal error declaring defendant No.3, not being *bonafide* purchaser of said land. Thus, the trial court had duly considered all relevant aspects in its judgment, rendering the appellant's objections meritless.

**22.** The findings thus arrived by the learned First Appellate Court is correct and justified by cogent reasons and does not require any interference by this Court.



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23. Thus, in view of the aforesaid discussion and upon due consideration of material available on record and considering the law laid down by the Hon'ble Apex Court, this Court does not find any illegality in the judgment and decree of the appellate Court, dismissing the appeal of the appellant/defendant.

24. Resultantly in absence of any substantial question of law for determination, this Second Appeal fails and is hereby **dismissed**. The findings of learned First Appellate Court is accordingly **upheld**.

25. Pending applications, if any, shall also stands disposed of accordingly.

**(Jai Kumar Pillai)**  
**Judge**

**Aiyer\***