

**BEFORE THE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI
ORIGINAL APPLICATION NO. 428 OF 2023**

IN THE MATTER OF:

S.C. KAUSHAL

... APPLICANT

Versus

STATE OF PUNJAB & ORS.

...RESPONDENTS

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RESPONDENT NO.6

THROUGH

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PLACE: NEW DELHI

DATED: 26.10.2023

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**BEFORE THE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI
ORIGINAL APPLICATION NO. 428 OF 2023**

IN THE MATTER OF:

S.C. KAUSHAL

... APPLICANT

Versus

STATE OF PUNJAB & ORS.

...RESPONDENTS

**REPLY ON BEHALF OF RESPONDENT NO.6 TO THE ORIGINAL
APPLICATION**

Most Respectfully Showeth:

1. The present reply is being filed on behalf of the authorised representative of Respondent No.6 in the above captioned Application filed by the Applicant. The Applicant has alleged in the captioned application under reply that Lord Krishna College has encroached upon gram panchayat land in the village Badshahpur, Block Dhilwan, District Kapurthala. The Applicant has also outlandishly claimed that the said college has cut down about 150 trees earlier in the year 2022.
2. At the outset, it is stated that save and except what are matters of records, the contents of all paragraphs, grounds, each and every averment, submissions and contentions made by the Applicant in the Application are denied as wrong, incorrect and untenable in law as well as in facts of the present case, and the same are denied in entirety as if they have been traversed and replied to individually, until and unless any of the contents are specifically admitted.

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3. Brief facts applicable to the case of the Answering Respondent are as follows: Lord Krishna College which is being run by Lord Krishna Educational Society since 2002 has been imparting higher education to children in Nizampur village. Along with its educational endeavours, the society has also been undertaking social welfare activities, including but not limited to tree plantation. Notably, the society has planted about 2200 trees on its own land over the years. Another noteworthy initiative of the society is its annual “*Van Mahotsav*” to educate the village folk about the importance of planting trees and the proper method to do the same. A true and translated copy of the newspaper clippings are annexed herewith and marked as **ANNEXURE R-1**. True and correct copies of photographs depicting afforestation on college land are annexed herewith and marked as **ANNEXURE R-2**.
4. The present application filed by the Applicant by way of a letter petition ought to be dismissed since it is riddled with false and incorrect facts but also does not meet the requirements of provisions of the National Green Tribunal Act, 2010 (hereinafter ‘**NGT Act, 2010**’).
- A. **THE PRESENT APPLICATION IS NOT MAINTAINABLE QUA RESPONDENT NO.6 AS THE PROVISIONS OF NGT ACT, 2010 ARE NOT ATTRACTED**
5. At the outset and notwithstanding all allegations made against Respondent No.6, it is submitted that the present Application is

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hopelessly time-barred. It is the Applicant's own case in its letter petition received by this Hon'ble Tribunal on 21.03.2023 that the management of Lord Krishna College is responsible for felling of 30-year-old trees and was also engaged in the sale of such trees in early 2022. Pursuant to which, the Applicant was purportedly constrained to submit representations dated 14.06.2022 and 16.09.2022 to intimate concerned authorities regarding the said offence.

6. It is evident that even as per the Applicant, the cause of action first arose in early 2022, and subsequently, fully aware of the purported violations by Respondent No.6, the said letter petition which was taken as an application under the provisions of NGT Act, 2010 was filed only on 15.03.2023. The said application was thus filed more than 6 months from the date on which the cause of action first arose, without even an application for condonation of delay.
7. It is most respectfully submitted that the law regarding cause of action in cases before the Hon'ble NGT is no longer res integra. It is submitted that a Full bench of this Hon'ble Tribunal in Appeal No. 39 of 2012 *Save Mon Region Federation vs. Union of India* has observed that the provisions pertaining to limitation in the NGT Act, 2010 must be construed strictly. Relevant extracts of the said case are as follows,

"32. *The essence of the above enunciated principle, thus, reflects a simple but effective mandate that a provision must be*

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construed on its plain and simple language. The provision of limitation should be construed strictly, but at best, its application could be liberalized where actual sufficient cause in its true sense is shown by an applicant who has acted in its true sense is shown by an applicant who has acted bonafide and with due care and caution.

33. *It may be noticed that even after sufficient cause has been shown, a party is not entitled to the condonation of delay in question as a matter of right. The proof of sufficient cause is a condition precedent for the exercise of the discretionary jurisdiction vested in the courts. This aspect of the matter naturally introduces the consideration of all relevant facts and it is at this stage that diligence of the party or its bonafides may fall for consideration.”*
8. It is submitted that the captioned application is not maintainable at the outset inasmuch the objection of limitation goes to the root of its maintainability.
9. Furthermore, it is also submitted that the false and vague allegations regarding encroachment of gram panchayat land by the answering Respondent is not an issue which is dealt under any of the enactments included under Schedule 1 of the NGT Act, 2010.
10. It is most respectfully submitted that it is settled law that this Hon'ble Tribunal's jurisdiction may only be invoked vis-à-vis the enactments specified under Schedule 1 of the NGT Act, 2010. However, the Applicant has failed to make out any case under the provisions of the listed enactments, which would merit the jurisdiction of this Hon'ble Tribunal.

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11. It must also be highlighted before this Hon'ble Tribunal that in compliance of this Hon'ble Tribunal's order dated 01.08.2023, a Joint Committee undertook a site inspection on 24.08.2023 and thereafter prepared a comprehensive report dated 31.08.2023. The report concludes the finding of the Joint Committee. Relevant extracts of the same are as follows:

"5.0 Action taken by the concerned department

....The matter was discussed in length and the committee was of the view that the evidence suggests that cutting of trees has indeed been carried out on the Panchayat land of the village Badshahpur, Tehsil and District Kapurthala. However, the identity of the persons responsible for cutting of trees cannot be ascertained by all the departments present in the meeting. The matter requires police investigation to find out the persons responsible for cutting of trees..."

(Emphasis Supplied)

12. In light of the findings of the Joint Committee report dated 31.08.2023, it is manifestly evident that the illegal cutting of trees on the panchayat land cannot be attributed to the management of Lord Krishna College/Respondent No.6 herein.
13. It is most respectfully submitted that in light of the findings of the Joint Committee qua Respondent No.6, there is no '*substantial question relating to environment*' arising out of the present application under Section 14(1) of the NGT Act, 2010 qua Respondent No.6.

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14. Moreover, the Applicant has not made out in which capacity has it filed the present Application, as is required under Section 18(2) of the NGT Act, 2010. The Applicant has filed the present application ostensibly under the guise of '*a person aggrieved*,' without even an ounce of any such averment in his letter petition.
15. The application thus, fails to meet the minimum requirement for seeking intervention of this Hon'ble Tribunal, as envisaged under the NGT Act, 2010.
16. Hence the captioned application registered pursuant to baseless, false and frivolous allegations by the applicant is misconceived and not maintainable and ought to be dismissed on this ground alone.
17. Therefore, the present Application is liable to be dismissed on the grounds of the same being barred by limitation and absence of substantial question relating to environment in consonance of the provision of the NGT Act, 2010 already stated in aforementioned paragraphs.

B. THERE IS NO ENCROACHMENT BY LORD KRISHNA COLLEGE ON PANCHAYAT LAND, AS ALLEGED BY THE APPLICANT

18. Notwithstanding the fact that the any allegations regarding alleged encroachment cannot be dealt by way of a summary proceedings, based on allegations in a letter petition, as per the provisions of NGT Act, 2010; the answering Respondent begs to clarify that

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there was no encroachment by it over the panchayat land, as alleged in the captioned application.

19. As is enunciated hereinabove, Lord Krishna College has been run by Lord Krishna Educational Society since 2002, on a land owned by it fully. The same is an admitted fact and is also further solidified by the report of the Joint Committee in para 4 wherein it states, "*Construction of college has been carried out on private land*". The answering Respondent also places reliance on a jamabandi issued by the patwari in favour of Lord Krishna Education Society, through Smt. Savinder Kaur (Chairperson of the Society) qua the land on which Lord Krishna College is built.
20. It is also clarified that the college is built on land near the boundary of Nizampur village, owned by father of the deponent Sh. Maan Singh. The college has also leased a tract of land which is adjacent to the college from the Panchayat of village Badshahpur in June 2023 for a rent of INR 90,000/- for one year, which has in fact been duly deposited. A true and correct copy of the resolution passed by the gram panchayat granting a lease in favour of Sh. Maan Singh is annexed herewith and marked as **ANNEXURE R-3**. A true and correct copy of the lease rent receipt is annexed herewith and marked as **ANNEXURE R-4**
21. The land which is the subject matter of the captioned application falls under village Badshahpur, owned by the respective village

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panchayat. Admittedly, this land is adjoining the land on which Lord Krishna College is built; however, the management of Lord Krishna College has nothing to do with the subject land and is not responsible for any purported felling of trees conducted on or nearby said subject land.

22. It is further clarified that that the entire premise of the Applicant's allegation of illegal encroachment by Lord Krishna College is based on a misleading and false statement that the college has planted '*barbed wires*' surrounding the subject land owned by the panchayat of village Badshahpur. However, the said statement is vehemently denied by the answering Respondent. It is submitted that the said barbed wire was planted by the gram panchayat around 17-18 years ago. The answering Respondent on behalf of Lord Krishna College submits that the college has never encroached upon any land which is not owned/leased by it and the Applicant may be put to strict and documentary proof to validate its bogus allegations.
23. The answering Respondent further submits that the college has never claimed any rights/entitlement over the subject land and cannot be held accountable for any alleged misdoings in contravention of the law of the land, which may have happened on the subject land.

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24. In any case, the report of the Joint Committee has clearly recommended that, “*the barbed fencing along the Panchayat land should be got removed by the Rural Development and Panchayat Department.*” The answering Respondent most respectfully submits that even though Lord Krishna College has not put up the fencing along the subject land; however, if the recommendation of the committee is executed by the concerned authorities, on directions by this Hon’ble Tribunal, the said issue of alleged encroachment would be put to rest.

C. UNSUBSTANTIATED, BOGUS AND FALSE ALLEGATIONS OF ILLEGAL TREE FELLING AGAINST LORD KRISHNA COLLEGE

25. It is the Applicant’s highly exaggerated and unsubstantiated contention that the management of Lord Krishna College is responsible for illegal felling of 150 trees, which were found on the subject panchayat land (not owned by Lord Krishna College).
26. The Applicant, without any documentation or proof or without material particulars, as is the mandate under Section 18 of the NGT Act, 2010, has proceeded to file an application seeking investigation against the management of Lord Krishna College.
27. It is reiterated that the management of Lord Krishna College has never and will never undertake any action which would result in felling of trees. Rather, the management of Lord Krishna College has always undertaken activities such as *Van Mahotsav* on its

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campus and has been known to plant several thousand trees on its land.

28. Notwithstanding the fact that the answering Respondent vehemently denies the outlandish claims of the Applicant, it is to be noted that the report submitted by the Joint Committee itself dilutes the bizarre and bogus claim of the Applicant. The report states that, "*remnants (stumps) of 11 trees were observed during the visit*" and "***however, the identity of persons responsible for cutting of trees cannot be ascertained by all the departments present in the meeting.***"
29. The report further concludes with is suggestion that, "*investigation as per recommendation of Rural Development Department should be carried out by the Department of Police and legal action must be initiated against responsible persons*". It is the most respectful submission of the answering Respondent that since the matter is pending further investigation by the local police, the need for the Applicant to also pursue the present application is nothing but an attempt at forum shopping to harass the answering Respondent.
30. The answering Respondent submits that in case any assistance is required to expeditiously conclude the investigation pending before the District and Panchayat Officer, the same shall be unconditionally and voluntarily given by him.

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D. **THE PRESENT APPLICATION IS ANOTHER ATTEMPT BY THE APPLICANT TO HARASS THE OWNER OF LORD KRISHNA COLLEGE**

31. It is submitted that the present Application filed by the Applicant Sh. Shokin Chand Kaushal against the owner of Lord Krishna College is another frivolous litigation pursued to harass the latter.

32. It is imperative to highlight that earlier, the Applicant (as his wife's Legal Representative) had filed a suit bearing number CS No. 7419 of 2013 against Smt. Harpreet Kaur, (the daughter-in-law of Sh. Mann Singh/owner of Lord Krishna College and wife of the deponent herein) before the Hon'ble Addl. Civil Judge (Senior Division), Kapurthala, seeking possession of a property which was in possession of Smt. Harpreet Kaur. It is submitted that after filing of all pleadings and conducting a full-fledged trial, the Hon'ble Court vide judgment dated 05.03.2018 came to the conclusion that Smt. Harpreet Kaur was a bonafide purchaser and rightful owner of the disputed property and therefore no decree was passed against her. A true and certified copy of the judgement dated 05.03.2018 passed by Hon'ble Addl. Civil Judge, Kapurthala in CS No. 7419 of 2013 is annexed herewith and marked as **ANNEXURE**

R-5

33. It is submitted that ever since then, the Applicant has been finding new and indigenous ways to harass the owner of Lord Krishna College and also his family members and the present litigation is

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another frail attempt in doing so. It is most humbly submitted that the Applicant's unnecessary and obtrusively litigious conduct may be taken cognisance of by this Hon'ble Tribunal.

34. The instant application is devoid of not merit but also downrightly motivated to achieve personal mileage targeted over the answering Respondent based on manufactured and false grounds.
35. The law regarding frivolous public interest litigation by over zealous litigants has been put to rest by the Hon'ble Supreme Court in *State of Uttaranchal vs. Balwant Singh Chaufal & Ors.* (2010) 3 SCC 402. The Hon'ble Supreme Court held that before entertaining any petition, the Courts must satisfy themselves about the credentials of the applicant and prima facie the correctness of the nature of information given by him. It was also observed that mischievous petitions which merely indulge in reckless allegations filed for oblique motives must not be entertained.
36. The Applicant has pursued this proxy litigation only to harass the answering Respondent and by doing so, has transgressed the jurisdiction of this Hon'ble Tribunal. Not only are the averments made by him against the answering Respondent blatantly false but also are unsubstantiated and unproved. Therefore, the present petition must be dismissed by this Hon'ble Tribunal and exemplary costs may be imposed on the Applicant for having filed a vexatious

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application and misusing valuable judicial and executive processes.

E. THE ANSWERING RESPONDENT UNDERTAKES TO PLANT AS MANY TREES AS THIS HON'BLE TRIBUNAL MAY DIRECT

37. It is most respectfully submitted that despite the unfounded and baseless allegation of the Applicant, the answering Respondent considers it his duty as a duty-bound citizen of the nation to undertake afforestation and plant as many trees as this Hon'ble Tribunal may be pleased to direct.

38. In light of the above stated, it is submitted that the Applicant has not passed the muster of the essential conditions required to be pleaded and proved for any relief under the NGT Act, 2010, as sought for by way of the present application and therefore the same ought not to be granted.

39. The Answering Respondent therefore submits that this Hon'ble Tribunal may be pleased to dispose of the present application with necessary directions for planting and subsequent care of trees to the concerned parties, including the answering Respondent.

40. The Answering Respondent seeks leave of this Hon'ble Tribunal to raise further points and file further affidavits, if so required, during the hearing of the captioned matter.

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**RESPONDENT NO.6
THROUGH**



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PLACE: NEW DELHI

DATED: 26.10.2023



सत्यमेव जयते

INDIA NOTARIAL JUDICIAL

Government of Punjab

e-Stamp

Karnail Singh
Advocate
Notary (Kpt)
(M) 98143-79593

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 Second Party : Not Applicable
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 (Fifty only)
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Sarpreet Singh

IRID

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BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI
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IN THE MATTER OF:

S.C KAUSHAL

...APPLICANT

VERSUS

STATE OF PUNJAB & ORS

...RESPONDENTS

AFFIDAVIT

Affidavit of Mr. Sarpreet Singh, aged 41 years, S/o Shri Maan Singh, R/o H. No. 60, Model Town, Kapurthala, Punjab, do hereby solemnly affirm and declare as under:

1. That I am the Authorized Representative of the Respondent No. 6 and I am fully conversant with the subject matter of dispute between the parties. I am competent to swear this affidavit.
2. That I have gone through the contents of the accompanying reply stated therein are true and correct to my knowledge and have been drafted at my instructions and the same be read as part and parcel of this Affidavit and are not being repeated here for the sake of brevity.
3. The annexures enclosed with the reply are true and correct copies of their respective originals



VERIFICATION

Verified at _____ on this 21 OCT 2023 day of October, 2023 that the contents of the above affidavit are true and correct to my knowledge, no part of it is false and nothing material has been concealed there from.

ATTESTED

Notary Public, Kapurthala (P.B.) India

Notary for Distt: Kapurthala

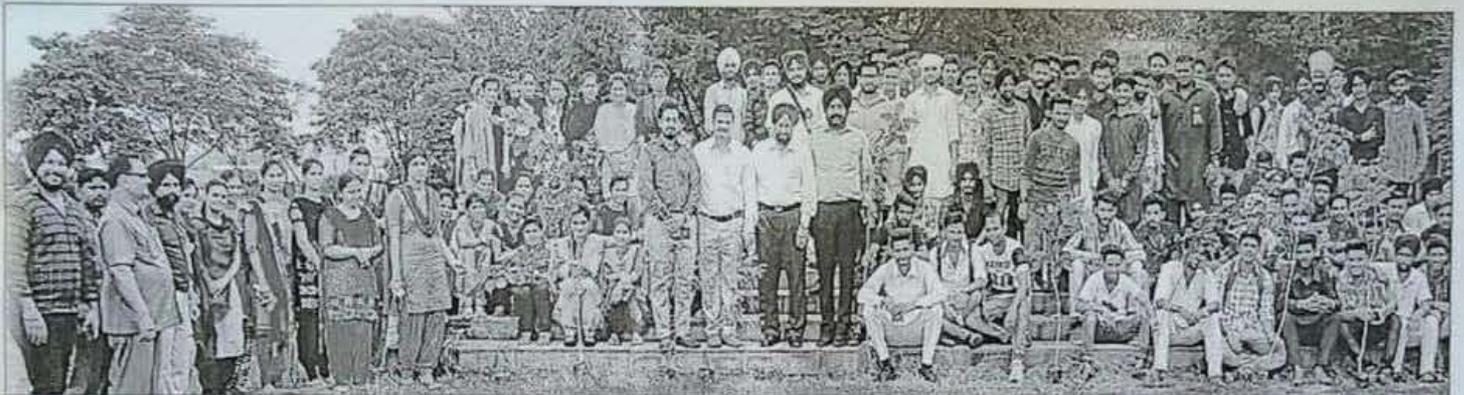
No... 1305 Date..... 21-OCT 2023

Sarpreet Singh

DEPONENT

Sarpreet Singh

DEPONENT



ਲਾਰਡ ਕ੍ਰਿਸ਼ਨਾ ਪੋਲੀਟੈਕਨਿਕ ਕਾਲਜ ਕਪੂਰਥਲਾ ਦੇ ਕੈਂਪਸ ਵਿਚ ਬੂਟਾ ਲਗਾਉਣ ਮੌਕੇ ਪ੍ਰਬੰਧਕ ਕਮੇਟੀ ਦੇ ਚੇਅਰਮੈਨ ਇਦਰਜੀਤ ਸਿੰਘ ਸਿੱਧੂ, ਉਪ ਚੇਅਰਮੈਨ ਮਾਨ ਸਿੰਘ ਧੰਮ, ਕਾਲਜ ਦੇ ਪ੍ਰਿੰਸੀਪਲ ਸੰਦੀਪ ਸ਼ਰਮਾ, ਹਰਵਿੰਦਰ ਸਿੰਘ ਧੰਮ ਤੋਂ ਇਲਾਵਾ ਕਾਲਜ ਦੇ ਵਿਦਿਆਰਥੀਆਂ ਨਾਲ।
ਅਜੀਤ ਰਸਵੀਰ

ਵਿਦਿਆਰਥੀ ਵਾਤਾਵਰਨ ਦੀ ਸੰਭਾਲ ਲਈ ਵੱਧ ਤੋਂ ਵੱਧ ਬੂਟੇ ਲਗਾਉਣ-ਇਦਰਜੀਤ ਸਿੰਘ ਸਿੱਧੂ

ਕਪੂਰਥਲਾ, 14 ਅਗਸਤ (ਵਿ.ਪ੍ਰ.)-ਲਾਰਡ ਕ੍ਰਿਸ਼ਨਾ ਪੋਲੀਟੈਕਨਿਕ ਕਾਲਜ ਤੇ ਸ਼ਹੀਦ ਉੱਧਮ ਸਿੰਘ ਕਾਲਜ ਆਫ਼ ਟੈਕਨਾਲੋਜੀ ਦੇ ਨਵੇਂ ਵਿਦਿਅਕ ਵਰ੍ਹੇ ਦੀ ਸ਼ੁਰੂਆਤ 'ਤੇ ਕਾਲਜ ਦੇ ਵਿਦਿਆਰਥੀਆਂ ਤੇ ਮੈਨੇਜਮੈਂਟ ਵੱਲੋਂ ਦੋਵਾਂ ਕਾਲਜਾਂ ਦੇ ਕੈਂਪਸ ਵਿਚ 150 ਬੂਟੇ ਲਗਾਏ ਗਏ। ਬੂਟੇ ਲਗਾਉਣ ਦੇ ਕਾਰਜ ਦਾ ਉਦਘਾਟਨ ਕਾਲਜ ਦੀ ਪ੍ਰਬੰਧਕ ਕਮੇਟੀ ਦੇ ਚੇਅਰਮੈਨ ਇਦਰਜੀਤ ਸਿੰਘ ਸਿੱਧੂ ਤੇ ਉਪ ਚੇਅਰਮੈਨ ਮਾਨ ਸਿੰਘ ਧੰਮ ਨੇ ਕੀਤਾ। ਇਸ ਮੌਕੇ ਇਦਰਜੀਤ ਸਿੰਘ ਸਿੱਧੂ ਨੇ ਦਰਖਤਾਂ ਦੀ ਮਹੱਤਤਾ ਬਾਰੇ ਵਿਸਥਾਰ ਪੂਰਵਕ ਚਾਨਣਾ ਪਾਇਆ। ਉਨ੍ਹਾਂ ਕਿਹਾ

ਕਿ ਪਹਿਲਾਂ ਵੀ ਕਾਲਜ ਦੇ ਕੈਂਪਸ ਵਿਚ ਵੱਡੀ ਗਿਣਤੀ ਵਿਚ ਦਰਖਤ ਲਗਾਏ ਗਏ ਹਨ, ਪ੍ਰੰਤੂ ਵਾਤਾਵਰਨ ਦੀ ਸੁਧਾਰ ਲਈ ਮੈਨੇਜਮੈਂਟ ਵੱਲੋਂ ਕਾਲਜ ਵਿਚ ਹੋਰ ਬੂਟੇ ਲਗਾ ਕੇ ਉਨ੍ਹਾਂ ਦੀ ਸਾਂਭ ਸੰਭਾਲ ਕੀਤੀ ਜਾਵੇਗੀ। ਸਮਾਗਮ ਵਿਚ ਕਾਲਜ ਦੇ ਪ੍ਰਿੰਸੀਪਲ ਸੰਦੀਪ ਸ਼ਰਮਾ, ਉਪ ਪ੍ਰਿੰਸੀਪਲ ਪੀ.ਸੀ. ਸੈਯਦਾਂ ਤੋਂ ਇਲਾਵਾ ਕਾਲਜ ਦੀ ਪ੍ਰਬੰਧਕ ਕਮੇਟੀ ਦੇ ਮੈਂਬਰ ਗੁਰਪ੍ਰਕਾਸ਼ ਸਿੰਘ ਸਿੱਧੂ, ਸਰਪ੍ਰਸਤੀ ਸਿੰਘ ਧੰਮ, ਹਰਵਿੰਦਰ ਸਿੰਘ ਧੰਮ ਤੋਂ ਇਲਾਵਾ ਦੋਵਾਂ ਕਾਲਜਾਂ ਦੇ ਵਿਭਾਗਾਂ ਦੇ ਮੁਖੀ ਤੇ ਵਿਦਿਆਰਥੀ ਵੱਡੀ

ਲਾਰਡ ਕ੍ਰਿਸ਼ਨਾ ਪੋਲੀਟੈਕਨਿਕ ਕਾਲਜ ਤੇ ਸ਼ਹੀਦ ਉੱਧਮ ਸਿੰਘ ਕਾਲਜ 'ਚ ਬੂਟੇ ਲਗਾਏ

ਅਜੀਤ

NEWS ITEM DATED 15.08.2016
PUBLISHED IN DAILY AJIT

Inderjeet Singh Sidhu, Chairman of the Managing Committee, Mann Singh Dham, Deputy Chairman, Sandeep Sharma, Principal of the College, Harwinder Singh Dham in addition to the Colleges students, on the occasion of planting the trees in the Campus of Lord Krishna Polytechnic College, Kapurthala

The students should plant more and more trees to take care of the environment – Inderjeet Singh Sidhu

Kapurthala, 14th August (S.R.) – On the start of new academic year, the students and management of Lord Krishna Polytechnic College and Shaheed Udham Singh College of Technology, have planted 150 plants/trees in the Campus of both the Colleges. The inauguration of plantation work was done by Inderjeet Singh Sidhu, Chairman and Mann Singh Dham, Deputy Chairman of the Managing Committee. On this occasion, Inderjeet Singh Sidhu threw light in detail about the importance of trees. He stated that earlier also, a large amount of trees were planted in the Campus of College, but for purity of environment, by planting more trees in the College, the same will be taken care of/ maintained by the Management. On this occasion/ event, in addition to the Sandeep Sharma, Principal, Shri P.C.S Saidan, Vice Principal of the College, Gurparkash Singh Sidhu, Member, Mann Singh Dham, Patron, Harminder Singh Dham, Departmental Heads of both the Colleges and a large number of students participated.

** Certified to be True and Correct Translated Copy **

A D V O C A T E



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ਕਾਰਵਾਈ ਪੰਚਾਇਤ

PROCEEDING BOOK

ਕਾਰਵਾਈ ਪੰਚਾਇਤ

ਮਿਤੀ
ਤਿਥਿ

ਦਫਤਰ ਪੰਚਾਂ ਦੇ ਨਾਂ
ਹਾਜ਼ਰ ਪੰਚਾਂ ਦੇ ਨਾਮ

ਕੰਮ ਜੋ ਪੂਰਾ ਹੋਣ ਲਿਆ
ਕਾਮ ਜੋ ਪੂਰਾ ਕੀਤਾ ਗਿਆ

ਮੌਜੂਦਾ ਮਿਤੀ 12-6-2023 ਨੂੰ ਗਰਾਮ
ਪੰਚਾਇਤ ਕਾਰਵਾਈ ਦੇ ਮਹੱਤਵਪੂਰਨ
ਥੀ ਕਾਰਵਾਈ ਮਿਲਦੀ ਦੇ ਪ੍ਰਸਾਰੀ 30/6/23
ਮੌਜੂਦਾ ਦੇ ਸਥਾਨ ਮਨੁੱਖਾਂ ਕਾਰਵਾਈ ਕਮ ਕਮ
ਪੰਚ ਤੇ ਵਿ ਆਰ ਤੋਂ ਮਿਲਦੀ
ਮਿ ਮੌਜੂਦਾ ਮਿਤੀ ਨੂੰ ਗਰਾਮ ਪੰਚਾਇਤ
ਕਾਰਵਾਈ ਦੇ ਆਗੂ ਵਿਗਾਨ ਕਾਰਜ
ਨੇੜੇ ਹੋ ਕਾਰਜ ਦੇ ਕੋਈ ਕੋਈ ਕਾਰਜ ਨੀ,
ਮਿਲ ਕਰ ਕੇ ਕੋਈ ਕੋਈ ਮਿਲ ਕੇ ਕੋਈ ਕਮ
ਕੋਈ ਦੇ ਕਾਰਵਾਈ ਕਮ ਕੋਈ ਕੋਈ ਕੋਈ
ਕਾਰਵਾਈ ਕਮ ਕਮ ਕਮ ਕਮ

- ① ਕੋਈ ਮਿਲ ਮਿਲ 2023-24 ਕੋਈ ਕੋਈ
ਕਾਰਵਾਈ /
- ② ਕੋਈ ਕੋਈ ਕਾਰਜ ਕਮ ਕੋਈ ਕੋਈ ਕਾਰਵਾਈ
- ③ ਕੋਈ ਕੋਈ ਕਾਰਜ ਕਮ ਕੋਈ ਕੋਈ ਕਾਰਵਾਈ
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ਦੇ ਹਸਤਾਖਰ

ਸਰਪੰਚ ਆਰ ਅਨੁ ਪੰਚਾਂ ਨੇ

कारवाही पंचायत

PROCEEDING BOOK

कारवाही पंचायत

| मिती तिथि | राज्य पंचायत के नाम | काम जो पूरा किया गया |
|-----------|---------------------|---|
| | | <p>जिला ।</p> <p>कि इस पत्र (10000) मुद्रा पैसे का प्रयोग 50 प्रकाश पत्रों के लिए किया है जो कि वर्ष 2023-24 के लिए बंटा जा रहा है ।</p> <p>प्रमुख अधिकारी</p> <p>Suchday P. Sec</p> <p>Maan Singh</p> <p>गणेश सिंह 30 नं. मन्दि सुभाष सिंह</p> <p>Administator Gram Panchayat, Suchday Block Dhillwan (Kapurthala)</p> <p>गुरचरन सिंह Gurcharan Singh</p> |

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Today on 12-6-2023, the meeting of Gram Panchayat Badshahpur was held under the presidentship of Mr. Charandeep Singh and the proceedings were presented as follows.

It was passed that the land near Lord Krishna College of Gram Panchayat Badshahpur was bid on today's date because of which the bidders have gathered and the bidding process is being started. The bidding conditions are as follows.

1. land will be given on lease for one year i.e. 2023 to 2024.
2. All bid amount will be taken on the spot.
3. If the lessee levels the land then no assistance will be given by the Gram Panchayat and all the expenses will be borne by the lessee.

This plot is given on lease for one year 2023-24 in the name of Maan Singh, son of Surjan Singh, resident of village Dham for 90 thousand rupees.

The resolution is approved.

// True Translated copy //

FORM-4

1

Receipt No./ਰਸੀਦ/ਰਸੀਦ.....

Name of Panchayat..... ਬਾਰਮਾੜਪੁਰ

Case No. Judicial/ਦੀਵਾਨੀ/ਦੀਵਾਨੀ
Criminal/ਫੌਜਦਾਰੀ/ਫੌਜਦਾਰੀ

Date of Payment..... 12-6-2023

Name of Payee..... ਮਾਨ ਮਿੱਠਲ/ਮੁਰਜ਼ ਮਿੱਠਲ

ਬੇਰਾ ਜਥੇਕ ਸ਼ਾਗੜਤ

Fee/ਫੀਸ/ਫੀਸ ਮਾਰ 2023-24
Fines/ਜੁਰਮਾਨੇ/ਜੁਰਮਾਨੇ (ਐੱਸ ਮਾਰ ੨੪)

Taxes/ਟੈਕਸ/ਟੈਕਸ
Compensation/ਮੁਆਵਜਾ/ਮੁਆਵਜਾ
Donation/ਦਾਨ/ਦਾਨ
Govt. of Local Bodies Donation

| Amount Paid | |
|-------------|-----------|
| Rs. | P. |
| 90000- | 00 |
| | |
| Total | 90000- 00 |

Signature of Sarpanch

Kamla Devi Vs. Daljit Singh & Ors.

UTD No. PB03 12

1

In the Court of Ms. Harpreet Kaur, PCS,
Addl. Civil Judge (Senior Division), Kapurthala.

CNR No. PBKP02-000384-2012.

CS No. 7419-2013.

Suit No. 364 of 16.01.2012.

Date of decision: 30.01.2018.

Gr. No - 24 dt 05/03/2018

Kamla Devi deceased

Plaintiff through her legal representatives

(a) Ms. Promila Devi (daughter)

(b) Pawan Kaushal (son)

(c) Raj Kaushal (son)

(d) Mr. Shokin Chand (husband)

All resident of House No. 478, Urban Estate, Kapurthala.

....Plaintiff.

Versus

1. Daljit Singh son of Kartar Singh son of Puran Singh resident of Baba Deep Singh Nagar, Kapurthala.
2. Harpreet Kaur wife of Sarpreet Singh son of Maan Singh resident of village Dham, Tehsil and District Kapurthala. (Also resident of Model Town, Kapurthala).
3. State Bank of India, Branch Aman Nagar, Kapurthala (Through its branch Manager).

....Defendants.

Harpreet Kaur, A.C.J. (SD), Kpt. UTD No. PB03 12

Note: This file is attached with

CA Case No. 16/2020 Dt. 13/01/2020

Pending for 18/10/2010

Titled as Kamla Devi vs Daljit Singh

Court of Sh. Jaspal Singh
District & Sessions Judge, Kapurthala

ATTESTED

(Copying Examiner)
District & Sessions Judge
Kapurthala

13 SEP 2020

Kamla Devi Vs. Daljit Singh & Ors.

UITD No. PBOB 12

2

Amended suit for possession by way of specific performance of the agreement to sell dated 05.01.2011 executed by defendant No.1 in favour of the plaintiff qua the house alongwith land measuring 15 marlas, comprising 4 rooms, kitchen, bathroom, latrine with electricity and water connections, constructed over 15/106 share in Khasra No.4742/5-6, situated in Mohalla Baba Deep Singh Nagar, Kapaurthala which is bounded as under:-

East: 48 ft/other owner
 West: 48 ft/other owner
 North: 60 ft 3 Inch/passage
 South: 57 ft 9 inch defendant

Alongwith all rights appurtenant there to for a total sale consideration of Rs.20,00,000/-, on payment of Rs.15,00,000/- after adjusting Rs.5 lakhs paid as earnest money under the agreement to sell dated 5.1.2011 paid in the presence of witnesses and defendant No.2 and 3 be also ordered to join the sale deed to be executed by defendant No.1 as per Court order to convey full title to the plaintiff to avoid any future controversy.

In the alternative suit for recovery of Rs.10,00,000/- from the defendant alongwith interest at the rate of 12% p.a. from the date of agreement dated 5.1.2011 and from filing of the present suit till actual realization of the

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decretal amount, with details as under:-

| | |
|--------------------------------|----------------|
| Earnest money paid on 5.1.2011 | Rs.5,00,000/- |
| stipulated damages | Rs.5,00,000/- |
| Total: | Rs.10,00,000/- |

for which charge be created on suit property

AND

Suit for permanent injunction restraining the defendants from alienating, transferring or otherwise creating any charge over the property in dispute in any manner whatsoever for ever.

.....

Present: Sh.B.S.Bajwa, Advocate, counsel for the plaintiffs.
Defendant No.1 exparte.
Sh.T.S.Dhillon, Advocate, counsel for the defendant No.2.
Sh.S.K.Wadhwa, Advocaet, counsel for the defendant No.3.

Copy of JUDGMENT

1 Briefly stating the facts of the case are that the defendant No.1 was owner in possession of the house as fully detailed in the head note of the plaint. The defendant agreed to sell the house in dispute and land underneath, it in favour of the plaintiff vide agreement to sell dated 5.1.2011 for a total sale consideration of Rs.20,00,000/- (Rupees twenty lacs) and executed an agreement to sell dated 5.1.2011 after receiving a sum of Rs.5 lakh as earnest money in the presence of the witnesses. The main terms ad conditions of the agreement to sell are as under:-

a) The house alongwith land measuring 15 Marlas, comprising 4 rooms, kitchen, bath room, latrine, electricity and water connection

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constructed over Khasra No.4742/5-6, situated in Mohalla Baba Deep Singh Nagar, Kapurthala, was agreed to be sold for a total sale consideration of Rs.20,00,000/-, after receiving a sum of Rs.5 lakhs as earnest in the presence of the witnesses.

- b) The sale deed was agreed to be executed on or before 5.4.2011.
- c) In case the defendant No.1 failed to execute the sale deed in favour of plaintiff by the stipulated date, the defendant shall pay sum equal to the earnest money as damages thereof. On the other hand in case the plaintiff failed to get the sale deed executed in his favour in terms of the agreement for sale, then the agreement shall stand cancelled and earnest money shall stand forfeited.
- d) The sale deed in terms of the agreement for sale can be got executed by the plaintiff in his own name or in the name of any other person to whom he likes.
- e) It was also agreed at that the defendant would get the land redeemed from the land Mortgage Bank, Mall Road, Kapurthala before the fixed date.
- f) Defendant was liable for any defect in title or otherwise with respect to the suit property.
- g) In case the defendant failed to execute the sale deed within stipulated period, the plaintiff can get the same executed through Court by way of specific performance.

The plaintiff always remained ready and willing throughout and is still ready and willing to get the sale deed executed in his favour, in terms of

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District & Sessions Judge
Kapurthala

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UTD No. PBD 12

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4
Baba Deep
' sale

agreement for sale by performing his part of the contract. On the fixed dated i.e. 5.4.2011, the plaintiff remained present in the office of Sub Registrar, Kapurthala alongwith balance sale consideration and amount of expenses and waited for the defendant from morning till evening but the defendant No.1 did not turn up to perform his part of the contract. At last the plaintiff got his presence marked by executing an affidavit duly attested by Sub Registrar cum Executive Magistrate, Kapurthala. Thereafter the plaintiff served a notice dated 6.4.2011 upon the defendant with a request to execute the sale deed in favour of the plaintiff as per the terms and conditions of the agreement to sell on 18.4.2011 and to get redeem the land from the bank. The said notice as duly served upon the defendant but he did not reply. Again on 18.4.2011, the plaintiff remained present in the office of Sub Registrar, Kapurthala alongwith balance sale consideration and amount of expenses and waited for the defendant from morning till evening but the defendant did not turn up to perform his part of the contract. At last the plaintiff got his presence marked by duly executing an affidavit. Even thereafter the plaintiff has been approaching the defendant with a request to execute the sale deed in her favour as per the terms and conditions of the agreement, but he has been lingering on the matter on one pretext or the other. The plaintiff has also recently learnt that the defendant is trying to alienate and transfer and also to create charge over the suit land, illegally and wrongly. If the defendant succeeded in their evil designs, then the plaintiff will suffer an irreparable loss and injury. The plaintiff finally approached the defendant No.1 and

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requested them to execute the sale deed in terms of agreement for sale in question but the defendant refused to do so few days ago, before initially filing the suit. Now, it has transpired that defendant No.1 Daljit Singh has illegally sold the suit property to one Harpreet Kaur wife of Sarpreet Singh son of Maan Singh, resident of village Dham now residing in Kapurthala city vide sale deed dated 29.02.2012. This sale deed has been created illegally to compliance the matter in dispute and to cause harm to the interest of the plaintiff / applicant. The sale deed is false and illegal executed during the pendency of this suit and it has got no effect on the rights of the plaintiff. As such Harpreet Kaur the purchaser has been added as defendant No.2 in the suit who has illegally purchased the suit property vide the above said sale deed during the pendency of this suit to get illegal gain with malafide intention knowing about the agreement executed by defendant No.1 in favour of the plaintiff. The plaintiff has also made an application to the police regarding the illegal sale and committing fraud with the plaintiff. It has also transpires and now come to the notice of the plaintiff that after settling the account of the Land Mortgage Bank, The Mall Kapurthala the plaintiff has further took loan and mortgaged the suit property during this suit with State Bank of India, Branch Aman Nagar, Kapurthala to further complicate the matter involved in the suit and to cause loss to the plaintiff and thus defendant No.1 has got illegal gains. This mortgage has been created without the knowledge of the plaintiff and during the pendency of this suit. So the State Bank of India, Branch Aman Nagar, Kapurthala through its Manager has been

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impleaded as defendant No.3 which is necessary for the effective and just disposal of the case and to know about the details of the mortgage. In case the Court consider that the alternative is required to be granted for recovery of Rs.10,00,000/- as prayed in the suit then a charge of the amount granted be created as prayed in the suit on the suit property for the recovery of the amount because as per information of the plaintiff defendant No.1 Daljit Singh has no other property from where recovery of the alternative decretal amount can be made. So the charges required to be created over the suit property for the recovery of the same. The plaintiff earnestly prays for decree for specific performance of the agreement for sale dated 5.1.2011 but if this Hon'ble Court for any reasons comes to the conclusion that the plaintiff is not entitled to decree for specific performance, then in the said event the plaintiff prays for recovery of Rs.10,00,000/- which includes refund of earnest money and amount of stipulated damages as well, as fully detailed in the headnote of the plaint. The plaintiff is also entitled to claim interest @ 12% p.a. on the said amount as defendant has caused wrongful loss to the plaintiff and wrongful gain to himself. Hence, the present suit.

2 Upon notice, defendant No.1 appeared in the Court through counsel and filed written statement by taking preliminary objections that the suit as framed is not maintainable. The plaintiff has got no locus standi or cause of action to file the present suit. The plaintiff is estopped by his own act and conduct, omission and commission to file the present suit.

The plaintiff plaintiff has not come to the Court with clean hands and have

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suppressed the real facts from this Court, knowingly and willfully with malafide intention, as such the plaintiff is not entitled to any relief as claimed in the suit. The real story is that the defendant was in dire need of money so he approached the plaintiff with a request to lend him an amount of Rs.2,50,000/- as loan. The plaintiff agreed to the same, but put a condition that the defendant should sign the blank documents as per her instruction in order to secure her loan amount. The defendant had no other option but to admit the demand of the plaintiff and accordingly, the defendant signed the blank stamp paper and register etc as per the instructions of the plaintiff in good faith. Thus the defendant took a loan of Rs.2,50,000/- as loan for a period of one year at the rate of 2% per month. But unfortunately the defendant could not repay the loan amount and the plaintiff started pressurizing the defendant. On this account, the plaintiff became annoyed and she created the alleged agreement to sell with false facts and allegations. The answering defendant never executed any agreement to sell in favour of the plaintiff nor there was any occasion for the same. The alleged agreement is false, forged and fabricated document. There was no intention of the plaintiff to purchase the house, which is the only dwelling house of the defendant nor the defendant had any intention to sell the same at any moment. The suit is bad for non joinder of necessary parties. Admittedly, there is loan standing over the house in dispute, but the said bank has not been impleaded as party. The suit is harsh and hard. The value of the house in dispute is more than Rs.35 lakh, but the defendant had no occasion to agree to sel the same for

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a meager amount of Rs.20 lakh as claimed. On merits, it is denied that the defendant agreed to sell the house in dispute for a meager amount of Rs.20 lakh in favour of the plaintiff nor he received any amount of Rs.5 lakh as claimed. There was no such agreement so the question of agreeing upon any alleged terms and conditions does not arise at all. It is denied that the defendant agreed to sell his house constructed over 15 Marla to sell his house constructed over 15 Marlas of he land for a meager sum of Rs.20 lakh nor he received any amount of Rs.5 lakh as earnest money. There was no such agreement at all. It is denied that the plaintiff remained ready and willing or is still ready and willing to get the sale deed executed in her favour as alleged. It is absolutely incorrect that on the alleged fixed dated i.e. 5.4.2011, the plaintiff remained present in the office of Sub Registrar, Kapurthala alongwith balance sale consideration etc as alleged. It is denied that any alleged affidavit was got attested by her. The affidavit, if any is self serving admission, which is not binding on the defendant. No such legal notice was ever served upon the defendant nor there was any occasion for the same. It is denied that the notice was served upon the defendant. It is denied that the plaintiff again remained present in the office of Sub Registrar on 18.04.2011 as alleged. All these documents have been got prepared by the plaintiff in order to create false evidence. It is denied that the plaintiff has been approaching the defendant with any alleged request. The answering defendant has no intention to sell his house at all. It is denied that the plaintiff would suffer any loss or injury. The plaintiff never approached the defendant nor there

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was any occasion for the same. The plaintiff is not entitled to the relief of specific performance nor she is entitled to the alternative relief as claimed in this para.

3 Upon notice defendant no.2 appeared through counsel and filed written statement by taking preliminary objections that the agreement to sell dated 05.01.2011 alleged by the plaintiff is a false, anti dated, forged and fabricated and created document with the help of defendant no.1 in order to defeat the rights of the defendant no.2. the case is collusive between plaintiff and defendant No.1, hence the suit is liable to be dismissed. The suit as framed is not maintainable. The plaintiff has got no locus standi or cause of action to file the present suit. The plaintiff has not come to the Court with clean hands and have suppressed the real facts from this Court, knowingly and willfully with malafide intention, as such the plaintiff is not entitled to any relief as claimed in the suit. The suit is not valued properly for the purposes of Court fee by the plaintiff, hence, a less Court fee has been affixed by the plaintiff so the suit be dismissed on this score alone. The house in dispute is much more valuable than the alleged by the plaintiff. The amended suit is also defected as in para no.7-B, it is very well mentioned that " the plaintiff has further took loan and mortgaged the suit property during the suit with State Bank of India, branch Aman Nagar, Kapurthala which is wrong and a wrong version has been put forward to frame the structure of the suit maintainable against the defendant No.2 and 3. Vide sale deed 29.02.2012, defendant No.2 has purchased property in dispute situated in Mohalla Baba Deep Singh

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Nagar, hearing Kt
5 K-6M our
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Nagar, bearing Khewat/khata No.66/113 Khasra No.4742/5-6 kitta 1 area 5 K-6M our of which 15/106 share which is 0K-15M with the following boundaries as East: 47 ft/other owner, West:47 ft/Harjinder Singh, South: 57 ft-6 inch/owner, North:60 ft/passage. For a total sale consideration of Rs.12 lacs and has been in possession of property from the date of execution of the sale deed uptill now. The answering defendant has got no knowledge about the alleged agreement or any right or interest of the plaintiff in the property in dispute. Hence, the answering defendant is bonafide purchaser for the sale consideration of Rs.12 lacs without notice of the alleged agreement dated 05.01.2011, so the suit be dismissed with costs. After the execution of sale deed referred in para no.6, the defendant No.1 has joined hands with plaintiff to harm the interest of defendant no.2. On merits, the plaint is correct to the extent of the ownership of the house/ property in dispute. The agreement alleged is a false, forged and fabricated and a cted document by the plaintiff in connivance with the defendant No.1 just to defeat the right of answering defendants. It is wrong that a sum of Rs.5 lacs was paid as earnest money as alleged. The alleged agreement dated 5.1.2011 is a created document by the plaintiff, hence, it is not binding on the rights of the answering defendants.

4 Upon notice defendant no.3 appeared through counsel and filed written statement by taking preliminary objections that the present suit is not maintainable in present form. The plaintiff has got no locus standi and cause of action to file the present suit. The plaintiff is estopped

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by the act and conduct, omission and commission to file the present.

The plaintiff has not come to this Court with clean hands and has suppressed the real facts from this Court knowingly, willfully with malafide intention as such the plaintiff is not entitled to any relief as claimed in the suit against the answering defendant. The true facts of the case is that Daljit Singh son of Kartar Singh defendant no.1 applied to the answering defendant Bank for securing housing loan. The defendant no.3, on the request of defendant No.1 Daljit Singh sanctioned of house on the plot. The defendant No.1 equitably mortgaged the said plot measuring 0K-15M comprising Khewat/Khata No.56/126 Khasra No.4742/5-6 out of which 15/106 share which is 0K-15M which is bounded as East: 81 ft/Nanda, West: 81 ft/Harbans Singh, North:34 ft/Rasta 13 ft-inch, South: 34 ft/Rasta 20 ft owned and possessed by defendant No.1 vide sale deed dated 04.04.2003 Vasika No.49 in favour of the defendant No.3 Bank. The defendant No.1 also signed all the security documents and raised the construction on the said plot with the loan amount obtained from the defendant alongwith interest and other incidental charges. The defendant No.1 did not care to adjust the loan account inspite of repeated requests made by the defendant No.3. the loan account has become sticky and the outstanding amount which is standing in the loan account of defendant no.1. the defendant no.3 to recover the loan amount by sale of mortgaged property approached to the District Magistrate, Kapurthala and applied u/s 14 of the Securitization and Reconstruction of Financial Assests and Enforcement of Security Interest (SARFAESI) Act, 2002 for taking

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possession of the above said mortgaged property. The Hon'ble District Magistrate, Kapurthala vide order dated 15.7.2010 ordered to take possession of the mortgage property of defendant No.1 and also addressed to Tehsildar Kapurthala for taking possession and copy was forwarded to SSP, Kapurthala for providing necessary police protecting during taking/handing over assets. The plaintiff and defendants No.1 and 2 connived with each other to grab the loan amount of defendant No.3. the defendant no.1 by causing wrongful gain to himself and wrongful loss to defendant no.3 sold the mortgaged property to defendant No.2 Harpreet Kaur with adjusting the loan account and committed a breach of terms and conditions. Hence, the defendant No.1 and 2 committed a criminal offence and liable for prosecution. Hence, the suit of plaintiff is liable to be dismissed with costs. On merits, the plaint regarding sale of property is correct. The remaining part regarding agreement to sell is denied for want of knowledge. The plaint is correct to the extent that defendant no.1 obtained a loan from defendant no.3 and equitably mortgaged suit property in favour of defendant no.3. the mortgage of the property was created on 30.05.2006 while obtaining loan of Rs.6,75,000/- from defendant no.3, which is in the knowledge plaintiff and plaintiff no.1 and 2.

Denying all the remaining contentions of the plaintiff as contended in the plaint, the defendants have prayed for the dismissal of the instant suit.

5 Replication has been filed by the plaintiff reiterating all the

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facts of the plaint and denied those of written statement. From the pleadings of the parties following issues were framed :-

1. Whether the plaintiff is entitled to possession of the suit land by way of specific performance of the agreement to sell dated 05.01.2011 ?OPP.
2. Whether the plaintiff is entitled to recover a sum of Rs.10,00,000/- from the defendants alongwith interest, if yes, then interest at what rate, on what amount and for which period?OPP
3. Whether the plaintiff is entitled to permanent injunction as prayed for?OPP
4. Whether the suit as framed is not maintainable?OPD.
5. Whether the plaintiff has got no locus standi or cause of action to file the present suit?OPD.
6. Whether the suit of the plaintiff is estopped by her own act and conduct to file the present suit?OPD
7. Whether the plaintiff has not come to the Court with clean hands and have suppressed the real facts from the Court? OPD.
8. Whether the suit is bad for non joinder or necessary parties? OPD.
9. Whether the agreement to sell dated 05.01.2011 alleged by the plaintiff is a false, anti dated, forged, fabricated and created document?OPD

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10. Whether the suit is not properly valued for the purpose of Court fee? OPD.

11. Relief.

6 In order to prove his claim, plaintiff examined

PW1 Kamla Devi has proved

- | | |
|--------|--|
| Ex.P1 | Agreement to sell dated 05.01.2011. |
| Ex.P2 | Affidavit |
| Ex.P3 | Notice |
| Ex.P4 | Postal receipt |
| Ex.P5. | Acknowledgment duly signed by Daljit Singh dated: 8.4.2011 |
| Ex.P6 | Affidavit |
| Ex.P7 | Copy of FIR |
| Ex.P8 | Inquiry |
| Ex.P9 | Special attorney. |

PW2 Tasminderpal Singh has proved

Ex.PW2/A Copy of register

PW3 Shokin Chand Kaushal marked as PW2 has also corroborated the version of the plaintiff.

PW4 Sukhjinderpal has proved

Ex.PW4/A Photocopy of the entry against Sr.No.329 dated 5.4.2011

PW5 Navdeep Sethi has proved

Ex.P6 Affidavit

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OPP)

(Whether the agreement to sell dated 05.01.2011 alleged by the plaintiff is a false, anti dated, forged, fabricated and created document?OPD)

9 In order to avoid repetition these issues are decided compositely being interlinked. The onus to prove these issues was upon the plaintiff. Ld. counsel for the plaintiff has argued that defendant No.1 is owner of the suit property and had agreed to sell the suit property to the plaintiff and in this regard an agreement to sell dated 05.01.2011 was executed for total sale consideration of Rs.20 lacs and Rs.5 lacs were received as earnest amount in the presence of witnesses. It was agreed that sale deed will be executed on or before 05.04.2011. It was further agreed that if defendant No.1 failed to execute the sale deed he will pay sum equal to the earnest money as damages thereof. Plaintiff remained ready and willing to perform his part of contract to execute the sale deed on 05.01.2011. Plaintiff was present at the office of Sub Registrar, Kapurthala alongwith balance sale consideration and expenses for registration but defendant No.1 did not turn up. Thereafter marking his presence before Sub Registrar plaintiff served notice upon the defendant No.1 on 06.04.2011 with request to execute the sale deed as per agreement dated 18.04.2011. Again on 18.04.2011 plaintiff remained present at the office of Sub Registrar, Kapaurthala and marked his presence but defendant no.1 did not turn up. Now, plaintiff has come to know that defendant No.1 has alienated the suit property to defendant No.2 vide sale deed dated 29.02.2012 and has further took loan from

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defendant No.3 on the said land to further complicate the matter.

10 Whereas, defendant No.1 turned exparte after filing written statement. As per contention of written statement it is asserted by defendant No.1 that he took loan of Rs.2,50,000/- from plaintiff in good faith but plaintiff got his signature on blank stamp papers and register and lateron has executed this agreement to sell with false fact. Defendant No.1 never intended to enter into agreement to sell in favour of plaintiff nor there is any occasion for the same. But defendant No.1 has not led any evidence to support these allegations.

11 Ld. Counsel for the defendant No.2 has argued that defendant No.2 is bonafide purchaser, who has purchased the suit land vide sale deed dated 29.02.2012. Ld. Counsel for the defendant No.2 has further argued that he is bonafide purchaser who had purchased the suit property without notice and for due consideration. The defendant No.2 has paid whole consideration of Rs.12 lacs to the defendant No.1. Further this agreement to sell is forged document and created document. Whereas, defendant No.1 and plaintiff has connived with each other to defeat the right of defendant No.2, who had already paid the entire consideration amount and sale deed has been executed in his favour which is duly registered. Thereafter, the defendant No.1 has mortgaged the suit land with SBI-defendant No.3. This fact come to the knowledge of defendant no.2 only when notice was received by S.B.I. This notice was also received after execution of sale deed and defendant No.2 is paying installment of mortgage amount and has cleared the entire loan. Factum of

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readiness and willingness of plaintiff is without any merit. The sale deed executed by defendant No.1 in favour of defendant No.2 is valid document and defendant No.2 is a bonafide purchaser.

12 Ld. Counsel for the defendant No.3 has argued that on request of defendant No.1 loan of Rs.6,75,000/- was sanctioned in favour of defendant No.1 on 30.05.2006 qua the suit land. Defendant No.1 had also signed all the security document and raised construction with the loan amount but defendant No.1 had not returned the loan amount despite requests. Thereafter, the proceedings under SARFAESI Act, 2002 were initiated and in the meantime defendant No.1 to defeat the right of defendant No.3 sold the suit property to defendant No.2. In the course of evidence it has come on record that defendant No.2 is clearing all the loan standing against the defendant No.3 and Jamabandi regarding clearance of land has been placed on record whereby this fact stand duly established.

13 I have heard the contentions of the learned counsel for the parties and have gone through the case file. Plaintiff to prove his assertion has stepped into witness box as PW1 and has reiterated the entire facts of the plaint in the examination-in-chief, which are not reproduced for the sake of brevity. However, in cross-examination she admits that the suit land has been sold to defendant No.2 and possession of the house is with defendant no.2. In her cross-examination this fact completely established that the consideration amount of Rs.5 lacs has passed to defendant No.1. She categorically stated that the amount withdrawn by her husband was

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given to the defendant No.1 and the denomination of notes was Rs.1000/- each. She further stated that she had given Rs.2000/- to the typist who typed the document.

14 PW2 Tasminderpal Singh, Stamp Vendor has proved the fact that stamp papers amounting to Rs.500/- were taken by Daljit Singh son of Kartar Singh on which document was executed. This fact further corroborated on record as according to his register there is entry on Ex.PW2/1 to Ex.PW2/5 of Rs.100/- each.

15 PW3 Shokin Chand Kaushal husband of plaintiff has reiterated all the facts of the plaint in examination-in-chief. He admits that he is not in possession of the suit property. He has given consideration amount after withdrawing the same from the Punjab National Bank who brought saving passbook but has not been exhibited.

16 PW4 Sukhjinderpal, Registry Clerk has proved the affidavit Ex.P2 marking attendance on 5.4.2011 at his register at entry No.329 but this witness has not proved attendance marked by plaintiff on 18.4.2011.

17 PW5 Sh.Navdeep Sethi, Advocate has proved Ex.P6 affidavit dated 18.4.2011 which was entered in the register of Oath Commissioner of Advocate Navdeep Sethi at Sr.No.108 dated 18.4.2011. However in cross-examination it has come on record that he has brought Oath Commissioner register to certify the entry.

18 PW6 ASI Nirmal Singh has proved the FIR and statement of Sukhdev Singh under Section 161 Cr.P.C in the said FIR.

19 In totality of the evidence produced by the plaintiff

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agreement remained unproved on record as neither witnesses to the agreement to sell Ex.P1 have been examined. Neither Jagir Singh nor Sukhdev Singh marginal witnesses to the agreement have stepped into witness box to prove the same. The non examination of these witnesses go to the root of the case. The document is unregistered. The Deed writer of the agreement to sell has also not been examined to establish the due execution of the agreement to sell. Hence, the contents of the document remained unproved on record as the Deed writer and marginal witnesses have not been examined. The statement of sale deed before police and his statement under Section 161 Cr.P.C. has been brought on record which is Ex.7/A. This statement is not proved on record as per Evidence Act. In absence of Sukhdev Singh this statement unproved on record. Even otherwise, statement before police is enter a very week evidence and need corroboration.

20 Although Kamla Devi and Shokin Chand Kaushal have established passing of consideration of Rs.5 lacs to defendant No.1 but have failed to establish that there was any intent to enter into agreement to sell on behalf of defendant No.1. Defendant No.1 has denied execution of agreement to sell in written statement and admitted loan transaction of Rs.2,50,000/- with plaintiff, hence the passing of Rs.5 lacs to defendant No.1 stands duly admitted. Although plaintiff has proved her readiness and willingness to execute sale deed. But in absence of evidence to prove agreement to sell. The fact is of no evidentiary value. Law is settled in case Man Kaur (Dead) by Lrs Vs. Hartar Singh Sangha, 2011(3)LJR, 405

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(SC), wherein it has been held that specific performance- agreement sell- breach of contract. Agreement provides for grant of damages in case of breach of agreement. Held, the Court may not grant specific performance but can award liquidated damages and refund or earnest money. Also in case Joseph Johan Peter Sandy vs. Veronica Thomas Rajkumar & Anr., 2013(3) CCC 270 (S.C.), wherein it has been held that signing blank paper theory. Document typed on stamp papers. Name and address of scribe not appearing in the document. Scribe not examined. When there is theory of signing blank papers then scribe is the best person to reveal the correct position with respect to whether blank papers were signed or whether the executant had come to him for the execution of the document with the attesting witnesses and scribe could have explained who had bought the non judicial stamp papers for the document. Held, document is clouded with suspicion. Admissible document. Its contents still have to be proved. Also in case Laxmibai(Dead) through Lrs. & Anr. Vs. Bhagwantbuva (Dead) through Lrs & Ors, 2013(2) CCC 071(SC), wherein it has been held that a party to an instrument cannot be a valid attesting witness to the said instrument, for the reason, that such party cannot attest its own signature.

21 Now, coming to factum whether defendant No.2 is bonafide purchaser. The defendant No.2 has to prove 3 aspects. To prove these aspect onus was upon the defendant No.2:-

- (i) That the land was in ownership of defendant No.1.
- (ii) That the purchase was made with rule with consent of the

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owner.

(iii) That payment of consideration amount was made by defendant No.2 and in good faith and reasonable care was taken by the defendant No.2 to assert the power of defendant No.1 to transfer the property.

22 The defendant No.2 has duly proved the fact that defendant No.1 was owner of the suit property which is duly admitted by plaintiff also. It has further admitted by the plaintiff himself that the sale made by the defendant No.1 in favour of defendant No.2 vide sale deed dated 29.02.2012. The sale deed for total consideration of Rs.12 lacs.

23 To prove the factum that the said purchase was without notice prior to agreement with the plaintiff. Defendant No.2 has stepped into witness box and has stated on oath that she was not having any knowledge regarding the agreement to sell dated 05.01.2011 in favour of plaintiff. She has further stated that she had no knowledge about the alleged agreement or any right or interest in the suit land. In her cross-examination this fact has further been fortified as she has admitted her possession of the suit land. She has further stated that the sale consideration was given by her husband by withdrawing from the bank. Defendant No.1 has not come forward to rebut this fact. Her cross-examination clarifies the fact that she was not having knowledge of agreement to sell in favour of plaintiff and the sale deed was executed without notice of the agreement to sell and for consideration which was duly paid to defendant No.2. The act of defendant No.2 was in good faith

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reasonable care was taken by her while execution of sale deed in her favour. Moreover, the agreement to sell in favour of plaintiff was unregistered. There was no occasion for defendant No.2 to have knowledge of agreement to sell. If it was not disclosed by vendor of defendant No.1. She and her husband made reasonable enquiry by looking Fard Jamabandi and visiting the suit property. Hence, the defendant No.2 is bonafide purchaser and sale deed dated 29.02.2012 is a valid sale deed. Moreover, the plaintiff in the present suit has not challenged the validity of sale deed in favour of defendant No.2 by defendant No.1, therefore the sale deed dated 29.02.2012 is a valid document and the defendant No.2 is a bonafide subsequent purchaser. Law is settled in case "Sarwan Singh deceased represented by his LRs Ginder Singh and others Vs. Jagir Singh and others." 1986(1) All India Land Laws Reporter Vol.XIII, 126(P&H), wherein it has been held that as per provision of Section 41, In order to invoke provisions of Section 41, transferee to prove following four ingredients (i) ostensible ownership of the transferor, (ii) with express or implied consent of the real owners, (iii) payment of consideration by the transferee and (iv) good faith and reasonable care on the transferee's part to ascertain the power of the transferor to transfer the property. Also in case "Smt. Krishna Devi and others Vs. Shiv Dev Singh and others", Vol.LXXXVI-1984 The Punjab Law Report 301(P&H), wherein it has been held that subsequent purchaser- cannot be said to have acted in good faith if does not made inquiry at the time of purchase of property from the person who is in its

ਮੁਹਿੰਮਕਾਰ ਕਮਰ. ਆਈ (3D), ਕਪੜ. UITD No. PBU3 12

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possession. Also in case "Joginder Singh Vs. Surinder Pal Singh", 2001(2) CCC 140 (P&H), wherein it has been held that subsequent bonafide purchaser for value without knowledge of previous agreement. Onus is on the subsequent purchaser to prove that he had no notice of prior agreement to sell. In present case DW1 Harpreet Kaur has proved that she is a purchase without notice for valuable consideration. She has made reasonable inquiries. Even to an extent she was cheated as defendant No.1 took loan on property after sale to her and she has cleared all the loan and was further burdened with loan amount of Rs.6.70 lacs beside sale consideration of 12 lacs.

24 In view of the discussion above, the plaintiff is not entitled for specific performance of agreement to sell dated 05.01.2011 as the agreement to sell remained unproved on record. However, the passing of amount of Rs.5 lacs from plaintiff to defendant no.1 stands duly proved. Hence, the plaintiff is entitled for alternative relief of recovery of Rs.5 lacs alongwith interest at the rate of 6% from the date of agreement dated 05.01.2011, till its actual realization. Hence, issues No.1,3 & 9 are decided against the plaintiff and issue No.2 is decided partly in favour of plaintiff.

Issue No.4

(Whether the suit as framed is not maintainable?OPD)

25 Onus to prove this issue is upon the defendants. There is inherent right in every person to bring the suit of one's choice. A suit for its maintainability requires authority of law and it is enough that no statute

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bars the filing of suit. Learned counsel for the defendants in the present case has not mentioned any statute by which this suit is not maintainable. Hence, this issue is decided in favour of the plaintiff and against the defendants.

Issue No.5.

(Whether the plaintiff has no cause of action and locus standi to file the present suit? OPD)

26 Onus to prove this issue was upon the defendants. The expression cause of action comprises of congeries of facts for which it would be necessary for the plaintiff to support his right to judgment of the Court. Cause of action means cause which gives occasion for and forms foundation of suit. The plaintiff has approached the Court to redress her grievance as she has challenged the transfer deeds executed by her mother in law. Thus, she has a cause of action. She has sufficiency of interest to sustain her standing to sue. Locus standi signifies right to be heard. The plaintiff has approached the Court praying for redress of her grievance. Thus, she has locus standi to be heard. Hence, this issue is decided in favour of the plaintiff and against defendants.

Issue No.6

(Whether the suit of the plaintiff is estopped by its own act and conduct? OPD)

27 Onus to prove this issue was upon the defendants. Defendants have failed to establish why the plaintiff has estopped by her own act and conduct from filing the present suit nor they have proved

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this fact on record. In absence of any evidence in this regard, these issues are decided against the defendants and in favour of the plaintiff.

Issue No.7

(Whether the plaintiff has not come to the Court with clean hands and have suppressed the real facts from the Court?OPD).

28 Burden to prove this issue was upon defendant. Nothing is there on record which shows that any material fact has been concealed by the plaintiff in seeking relief as mentioned in the head note of plaint through the presentation of the instant suit. There is nothing which impels the Court to conclude that plaintiff has not come to the court with clean hands. Accordingly, this issue is decided in favour of plaintiff.

Issue No.8

(Whether the suit is bad for non joinder of necessary parties?OPD)

29 Onus to prove this issue was upon the defendants. Defendants have failed to explain how the suit is bad for non-joinder of necessary parties nor defendants have proved these facts on record that why the suit is bad for non-joinder of necessary and which party is necessary party. In absence of any evidence in this regard, thus issue is decided against the defendants and in favour of the plaintiff.

Issue No.10

(Whether the suit is not properly valued for the purpose of Court fee? OPD)

30 Onus to prove this issue was upon the defendants. As per report of Reader the Court fee is correct, hence this issue is decided in

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Addl. Civil Judge (Se)

Issue No.11(Relief)

31 Keeping in view the above said discussion and observations on all the issues, plaintiff has proved his case partly. Accordingly, the suit of the plaintiff is hereby decreed partly and plaintiff is entitled to recover an amount of Rs.5 lacs from the defendant No.1 alongwith interest @ 6% p.a. from the date of agreement dated 05.01.2011, till its actual realization. Un-exhibited documents be returned to the parties. Decree be prepared and file be consigned to the Judicial Record Room.

Pronounced in open Court.
Dated:30.01.2018.

-sd/-
(Harpreet Kaur)
Addl.Civil Judge(Sr.Div.),
Kapurthala.



| | |
|--|-----------------|
| Number of the applications in register CD-2 | 3148 |
| Date of presentation of application | 25/08/2023 |
| Name of the Applicant | Adv. S.S. Malhi |
| Date on which the copy was examined & attested | |
| Number of Pages | 28 pages |
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05 OCT 2023

file received ¹⁰⁷ from the court ²³⁹

1

copy of DECREE

In the Court of Ms. Harpreet Kaur, PCS,
Addl. Civil Judge (Senior Division), Kapurthala.

CNR No. PBKP02-000384-2012.

CS No. 7419-2013.

Suit No. 364 of 16.01.2012.

Date of decision: 30.01.2018.

Kamla Devi deceased

Plaintiff through her legal representatives

- (a) Ms. Promila Devi (daughter)
- (b) Pawan Kaushal (son)
- (c) Raj Kaushal (son)
- (d) Mr. Shokin Chand (husband)

All resident of House No. 478, Urban Estate, Kapurthala.

....Plaintiff.

Versus

1. Daljit Singh son of Kartar Singh son of Puran Singh resident of Baba Deep Singh Nagar, Kapurthala.
2. Harpreet Kaur wife of Sarpreet Singh son of Maan Singh resident of village Dham, Tehsil and District Kapurthala. (Also resident of Model Town, Kapurthala).
3. State Bank of India, Branch Aman Nagar, Kapurthala (Through its branch Manager).

....Defendants.

Amended suit for possession by way of specific performance of the agreement to sell dated 05.01.2011 executed by defendant No.1 in favour of the plaintiff qua the house alongwith land measuring 15 marlas, comprising 4 rooms,

Note: This file is attached with

CA Case No. 16/2020 Dt. 13/01/2020

Pending for 18/10/23D/O.....

Titled as Kamla Devi vs Daljit Singh

Court of Sh. Jaspal Verma

District & Sessions Judge, Kapurthala

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District & Sessions Judge
Kapurthala

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kitchen, bathroom, latrine with electricity and water connections, constructed over 15/106 share in Khasra No.4742/5-6, situated in Mohalla Baba Deep Singh Nagar, Kapaurthala which is bounded as under:-

East: 48 ft/other owner
 West: 48 ft/other owner
 North: 60 ft 3 Inch/passage
 South: 57 ft 9 inch defendant

Alongwith all rights appurtenant there to for a total sale consideration of Rs.20,00,000/-, on payment of Rs.15,00,000/- after adjusting Rs.5 lakhs paid as earnest money under the agreement to sell dated 5.1.2011 paid in the presence of witnesses and defendant No.2 and 3 be also ordered to join the sale deed to be executed by defendant No.1 as per Court order to convey full title to the plaintiff to avoid any future controversy.

In the alternative suit for recovery of Rs.10,00,000/- from the defendant alongwith interest at the rate of 12% p.a. from the date of agreement dated 5.1.2011 and from filing of the present suit till actual realization of the decretal amount, with details as under:-

| | |
|--------------------------------|----------------|
| Earnest money paid on 5.1.2011 | Rs.5,00,000/- |
| stipulated damages | Rs.5,00,000/- |
| Total: | Rs.10,00,000/- |

for which charge be created on suit property

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 District & Sessions Judge
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AND

Suit for permanent injunction restraining the defendants from alienating, transferring or otherwise creating any charge over the property in dispute in any manner whatsoever for ever.

.....

Value for the purpose of Court fee and jurisdiction

| | |
|---|----------------|
| for the purpose of relief of specific performance | Rs.20,00,000/- |
| for the purpose of relief of recovery | Rs.10,00,000/- |
| Court fee | Rs.49,400/- |

This suit coming on this day 30th day of January, 2018 for final disposal before me (Ms.Harpreet Kaur, PCS, Addl. Civil Judge (Sr.Division), Kapurthala in the presence of Sh.B.S.Bajwa, Advocate, counsel for the plaintiffs, defendant No.1 exparte, Sh.T.S.Dhillon, Advocate, counsel for the defendant No.2, Sh.S.K.Wadhwa, Adv. counsel for the defendants No.3 and the suit of the plaintiff is hereby decreed partly and plaintiff is entitled to recover an amount of Rs.5 lacs from the defendant No.1 alongwith interest @ 6% p.a. from the date of agreement dated 05.01.2011, till its actual realization.

Cost of the suit

| Plaintiff | Amount | Defendants | Amount |
|------------------------------------|--------------|------------------|------------|
| 1) Stamp for plaint | Rs.49,400.00 | Stamp for power | Rs.30.00 |
| 2) Stamp for Power | Rs.20.00 | Misc. | Rs.20.00 |
| 3) Process fee | Rs.80.00 | Counsel fee | Rs.1500.00 |
| 4) Misc. | Rs.100.00 | (No certificate) | |
| 5) Counsel fee (No certificate) | Rs.20,000.00 | | |
| Total | Rs.69,600.00 | Total | Rs.1550.00 |

Given under my hand and the seal of the Court this 30th day of January, 2018.

(SEAL)



Date of Delivery

(Copying Examiner)
District & Sessions Judge
Kapurthala

05 OCT 2023

Compared and Found Correct
Anubalsh Kaur

- Sd/-
(Harpreet Kaur)
Addl. Civil Judge (Sr.Div.)
Kapurthala.

Number of the applications in register CD-2 3148
Date of presentation of application 25/08/2023
Name of the Applicant Adv. C.S. Mathi
Date on which the copy was examined & situated 19 SEP 2023
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13 SEP 2023

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Kamla Devi Vs. Daljit Singh & Ors.

UTD No. PB03 12

1

In the Court of Ms. Harpreet Kaur, PCS,
Addl. Civil Judge (Senior Division), Kapurthala.

CNR No. PBKP02-000384-2012.

CS No. 7419-2013.

Suit No. 364 of 16.01.2012.

Date of decision: 30.01.2018.

Gr. No - 24 dt 05/03/2018

Kamla Devi deceased

Plaintiff through her legal representatives

(a) Ms. Promila Devi (daughter)

(b) Pawan Kaushal (son)

(c) Raj Kaushal (son)

(d) Mr. Shokin Chand (husband)

All resident of House No.478, Urban Estate, Kapurthala.

....Plaintiff.

Versus

1. Daljit Singh son of Kartar Singh son of Puran Singh resident of Baba Deep Singh Nagar, Kapurthala.
2. Harpreet Kaur wife of Sarpreet Singh son of Maan Singh resident of village Dham, Tehsil and District Kapurthala. (Also resident of Model Town, Kapurthala).
3. State Bank of India, Branch Aman Nagar, Kapurthala (Through its branch Manager).

....Defendants.

Harpreet Kaur, A.C.J. (SD), Kpt. UTD No. PB03 12

Note: This file is attached with
CA Case No. 16/2020 D. 13/01/2020

Pending for 18/10/2020

Titled as Kamla Devi vs Daljit Singh

Court of Sh. Jaspal Verma

District & Sessions Judge, Kapurthala

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District & Sessions Judge
Kapurthala

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Amended suit for possession by way of specific performance of the agreement to sell dated 05.01.2011 executed by defendant No.1 in favour of the plaintiff qua the house alongwith land measuring 15 marlas, comprising 4 rooms, kitchen, bathroom, latrine with electricity and water connections, constructed over 15/106 share in Khasra No.4742/5-6, situated in Mohalla Baba Deep Singh Nagar, Kapaurthala which is bounded as under:-

East: 48 ft/other owner
West: 48 ft/other owner
North: 60 ft 3 Inch/passage
South: 57 ft 9 inch defendant

Alongwith all rights appurtenant there to for a total sale consideration of Rs.20,00,000/-, on payment of Rs.15,00,000/- after adjusting Rs.5 lakhs paid as earnest money under the agreement to sell dated 5.1.2011 paid in the presence of witnesses and defendant No.2 and 3 be also ordered to join the sale deed to be executed by defendant No.1 as per Court order to convey full title to the plaintiff to avoid any future controversy.

In the alternative suit for recovery of Rs.10,00,000/- from the defendant alongwith interest at the rate of 12% p.a. from the date of agreement dated 5.1.2011 and from filing of the present suit till actual realization of the

Harpreet Kaur, A.C.N(SD), Kpt. UT No. PBE 12

ATTESTED

(Copying Examiner)
District & Sessions Judge
Kapaurthala

13 SEP 2023

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Kamla Devi Vs. Daljit Singh & Ors.

UTD No. PBOB 12

213

(3)

decretal amount, with details as under:-

| | |
|--------------------------------|----------------|
| Earnest money paid on 5.1.2011 | Rs.5,00,000/- |
| stipulated damages | Rs.5,00,000/- |
| Total: | Rs.10,00,000/- |

for which charge be created on suit property

AND

Suit for permanent injunction restraining the defendants from alienating, transferring or otherwise creating any charge over the property in dispute in any manner whatsoever for ever.

.....

ATTESTED

aj
(Copying Examiner)
District & Sessions Judge
Kapurthala

10 3 SEP

(103)

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BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI
ORIGINAL APPLICATION NO. 428 OF 2023

IN THE MATTER OF:

S.C KAUSHAL

...APPLICANT

VERSUS

STATE OF PUNJAB & ORS

...RESPONDENTS

VAKALATNAMA

KNOW ALL to whom these presents shall come that I, Sarpreet Singh, S/o Shri Maan Singh, aged about 41 years, R/o H. No. 60, Model Town, Kapurthala, Punjab, the Authorized Representative of the Respondent no. 6, do hereby appoint, Ms. Divita Vyas (Enrol. D/2286/2019), Ms. Apoorva Pandey (D/2281/2019), 203 Gedore House, 51-52 Nehru Place, New Delhi -110019. Mob. 8527759101

(hereinafter called the Advocate/s) to be my/our Advocate in the above noted case and authorize them:-

To act, appear and plead in the above-noted case before Hon'ble National Green Tribunal or in any other Court or Tribunal in which the same may be tried or heard and also in the Appellate Court including High Court subject to payment of fees separately for each Court by me/us.

To sign, file, verify and present pleadings, appeals, cross-objections or petitions for executions review, revision, withdrawal, compromise or other petitions or affidavits or other documents as may be deemed necessary or proper for the prosecution of the said case in all its stages subject to payment of fees for each stage.

To file and take back documents, to admit and/or deny the documents of the opposite party.

To withdraw or compromise the said case or submit to arbitration any differences or disputes that may arise touching or in any manner relating to the said case.

To take execution proceedings.

To deposit, draw and receive monies, cheques, cash and grant receipts thereof and to do all other acts and things which may be necessary to be done for the progress and in the course of the prosecution of the said case.

To appoint and instruct any other legal practitioner or person authorising him to exercise the power and authority hereby conferred upon the Advocate whenever he may think fit to do so and sign the power of attorney on our behalf.

And I/We the undersigned do hereby agree to ratify and confirm all acts done by the Advocate or his substitute in the matter as my/our own acts, as if done by me/us to all intents and purposes.

And I/We undertake that I/We or my/our duly authorised agents would appear in Court on all hearings and will inform the Advocate for appearance when the case is called.

And I/We the undersigned do hereby agree not to hold the Advocate or his substitute responsible for the result of the said case. The adjournment costs whenever ordered by the Court shall be of the Advocate which he shall receive and retain for himself.

And I/We the undersigned do hereby agree that in the event of the whole or part of the fee agreed by me/us to paid to the Advocate remaining unpaid he shall be entitled to withdraw from the prosecution of the said case until the same is paid up. The fee settled is only for the above case and above Court. I/We hereby agree that once the fee is paid I/We will not be entitled for the refund of the same in any case whatsoever and if the case prolongs for more than 3 years the original fee shall be paid again by me/us.

IN WITNESS WHEREOF I/We do hereunto set my/our hand to these presents the contents of which have been understood by me/us on this 26 day of October, 2023. Accepted subject to the terms of fees

Divita Vyas
ADVOCATE D/2286/19

Apoorva Pandey

Sarpreet Singh
CLIENT



114 LORD KRISHNA EDUCATIONAL SOCIETY

CAMPUS OFFICE :
SUBHANPUR ROAD, KAPURTHALA-144 601 (PB).

Affiliated to the Punjab State
Board of tech..Edu., Chd
Approved by AICTE/Pb. govt.

Memo No. LKES/67-23.....

Dated 01-10-2023

TO WHOM SO EVER IT MAY CONCERN

THIS IS TO CERTIFY THAT I SAVINDER KAUR (CHAIRPERSON OF LORD KRISHNA EDUCATIONAL SOCIETY) (AADHAR NUMBER – 7273 4169 0523) W/O MR. MAAN SINGH, R/O H.NO.-60, MODEL TOWN, KAPURTHALA (PUNJAB) AUTHOURISE MR. SARPREET SINGH S/O S.MAAN SINGH, H.NO.: -60, MODEL TOWN, KAPURTHALA, PUNJAB.-144601 (ON BEHALF OF LORD KRISHNA EDUCATIONAL SOCIETY) (ADHAAR NUMBER – 4297 8326 0977), WHO IS A **MEMBER** AND JOINT SECRETARY OF THE SOCIETY AND IS AUTHORIZED TO DEAL WITH THE CASE OF S.C. KAUSHAL vs. STATE OF PUNJAB & OTHERS OA 428 OF 2023 PENDING BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL DELHI ON BEHALF OF LORD KRISHNA COLLEGE AND IS AN AUTHORIZED PERSON TO SIGN ALL DOCUMENTS REGARDING THIS CASE . THIS AUTHOURISATION IS PREPAIRED ON 01 OCTOBER 2023 AND VALID TILL AS LONG AS THE PRESENT CASE LASTS.

THANKING YOU

REGARDS

Lord Krishna Educational Society

Savinder Kaur
Chairperson

Savinder Kaur
Chairperson
99141-00763

Maan Singh
Vice-Chairman
98552-02321