IN THE HIGH COURT OF HIMACHAL PRADESH,
SHIMLA

RSA No. 87 of 2009
Reserved on: 26.03.2021
Decided on: 01.04.2021

Ram lal .....Appellant/plaintiff

Versus

Om Parkash & Anr .....Respondents

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Coram
Ms. Justice Jyotsna Rewal Dua, *Judge.*

Whether approved for reporting?[1] Yes.

For the appellant: Mr. Y.P. Sood, Advocate.

For the respondents: Mr. Dheeraj K. Vashisht and Mr. Shubham Sood, Advocates.

***Jyotsna Rewal Dua*, J**

Plaintiff has assailed the concurrent judgments and decrees passed by the learned Courts below dismissing his suit.

2. Facts:

2(i) Suit was filed by the plaintiff for possession through specific performance of an agreement by way of execution of sale deed of land measuring 0-9 marlas out of total land measuring 3 kanal 4 marla bearing Khasra No. 1467 comprised in Khewat No. 30 min, Khatauni No. 82 min, situated in village Kangar, Sub Tehsil Haroli, Tehsil and District Una, H.P. The foundational facts as set out in the plaint were that the plaintiff and defendants had executed an agreement to sell in respect to the above described land on 6.11.1992. Out of the total agreed sale consideration of Rs. 40,000/-, an amount of Rs.30,000/- was paid by the plaintiff to the

[1] *Whether reporters of the local papers may be allowed to see the judgment?*

defendants. Despite stipulation in the agreement that sale deed will be executed on or before 10.11.1993, the defendants did not execute the sale deed. Plaintiff has been ready and willing to perform his part of the contract. Hence, the civil suit with the above prayer was filed. Alternatively, plaintiff prayed for recovery of Rs. 60,000/-

2(ii) Defendants though admitted their joint ownership and possession over the suit land but denied execution of the agreement in question. Their stand was that the agreement dated 6.11.1992, put forth by the plaintiff was a forged document, which did not even bear their signatures. They also pleaded that they alongwith plaintiff were members of a Committee, in which the plaintiff had contributed Rs.28,000/-. The Committee failed and plaintiff started demanding his money back from the defendants. Defendants expressed their inability to pay the amount in lump sum. In this regard plaintiff also moved an application before Police Post Haroli. Eventually, defendants paid Rs.30,000/- to the plaintiff on receipts against due amount of Rs.28,000/-.

2(iii) After considering the pleadings and the evidence adduced by the parties, both the learned Courts below concurrently held that the agreement dated 6.11.1992 was a vague document and incapable of enforcement. It was also held that the plaintiff could not prove the execution of this agreement in accordance with law. Aggrieved, the plaintiff is now taking his third chance by way of instant regular second appeal.

3(i). This second appeal was admitted on 6.3.2009 on following substantial questions of law:-

> *"1. Whether the courts below have misread and misinterpreted the agreement to sell Exhibit PW-1/A inasmuch as it clearly identifies the property subject matter of agreement to sell and the findings thus recorded are vitiated?*
> *2. Whether the courts below were wrong in dismissing the suit for specific performance by holding it to be hit of Section 9 of the Specific Relief Act and Section 29 of the Indian Contract Act in the absence of any such plea raised by the respondents in the written statement and the findings thus recorded are beyond pleadings?*
> *3. Whether the courts below have misread and mis appreciated the statements of PW-1 and PW-2 and the findings thus recorded are vitiated?"*

3(ii). During hearing of the instant appeal on 4.3.2021, it was noticed that the original agreement dated 6.11.1992 (Ext. PW-1/A) was written in Punjabi script. Its translation either in Hindi or in English was not available in the records of learned Courts below. Since it was a material document around which entire case revolved, therefore, on 4.3.2021, the Registry was directed to get this document translated in Hindi/English from the Official Translator. The English translation of this agreement (Ext. PW1/A) has now been supplied by the Official Translator. The contents of the agreement to sell dated 6.11.19992 (Ext. PW1/A) as translated by the Official Translator reads as under:-

> *"That we, Om Parkash and Malkiat Singh, Sons of Mansa Ram, R/o Village Kangar, Tehsil Haroli, District Una, Himachal Pradesh, presently residing at Delhi road, Nandpur, Tehsil and District Ludhiana, do hereby agree to sell a 'Kutcha' house, under our owernship and possession, compromised in an area measuring around 5 biswa at Kangar, Tehsil Haroli, District Una, in favour of Vendee Ram Lal, S/o Banta Singh, S/o Nandu Ram, R/o Kangar, Tehsil Haroli, District Una, presently residing at Delhi Road, Sahnewal, Tehsil and District Ludhiana, for the consideration of Rs.40,000/- (Forty Thousand Rupees only). On receipt of Rs.30,000/- (Thirty Thousand Rupee only), half of which is Rs.15,000/- in cash as earnest money, we agree to get the same deed registered by appearing before the Sub*

Registrar, Haroli, District Una, on or before 10.11.1993 and shall receive the remaining amount accordingly. There shall be no objection. Revenue papers regarding Khasra Number, etc., of the house shall be produced at the time of Registration. Failing which, we shall pay double the amount of earnest money and in case the vendee does not execute the sale agreement, the earnest money shall stand forfeited. This agreement has been reduced into writing for the purpose of record. Dated 6.11.1992.

Executants	*Vendee*	*Witness*
Sd/(in Hindi)	*Sd/(in Hindi)*	*Sd/(in Urdu)*
Om Parkash	*Ram Lal*	*Mahmood Iqbal*

Sd/(in Hindi)

Overleaf
No. 2179 dated 6.11.1992 *value of stamp paper: 2+1*
Name of purchaser: Om Parkash, S/o Mansa Ram, R/o Sahnewal

Sd/-(illegible)
Surinder Singh
Stamp Vendor
Kohara Road, Sahnewal
Ludhiana

4. Contentions

Learned counsel for the appellant contended that the agreement dated 6.11.1992 was not a vague document. It reflected clear intention of the executants that a 'Kutcha' house owned and possessed by the defendants at Kangar, Tehsil Haroli District Una was agreed to be sold by them to the plaintiff for a sale consideration of Rs.40,000/-. Since the agreement was executed by the parties at Ludhiana, therefore, the revenue record was not available with them. For this reason, the identity of the land/measurement of the land/survey numbers of the land involved, could not be mentioned in the agreement. Learned counsel further contended that absence of particulars of the land/house, in the agreement to sell would not make the agreement vague. Referring to the written statement filed by the defendants, learned counsel, submitted that the defendants had not taken

the plea of agreement being vague rather the defendants had practically admitted that they were owners in possession of the 'Kutcha' house referred to in the agreement located at Kangar, Tehsil Haroli, District Una. Therefore, there was no occasion for learned Courts below to dismiss the suit holding that the agreement was vague & void. In support of his submission, learned counsel for the appellant relied upon AIR ***1940 Privy Council 151***, titled ***Raneegunge Coal Association Ltd. Vs. Tata Iron and Steel Co. Ltd., AIR 1986 Madhya Pradesh 39,*** titled, ***Mithu Khan, Vs. Ms. Pipariyawali and others*** and ***AIR 1991 Kerala 288 P.K. Shamsuddin, J.*** titled ***S.R. Varadaraja Reddiar Vs. Francis Xavier Joseph Periaria.***

Whereas, learned counsel for the defendants argued that the agreement in question was absolutely vague, gave no particulars whatsoever, therefore, it was incapable of being enforced. It was further submitted that plea of vagueness of agreement can be raised at any stage. Learned counsel for the defendants while arguing that plaintiff had also failed to prove due execution of the agreement, referred to the evidence adduced by the parties and also highlighted that defendant No.2 Sh. Malkit Singh had signed as 'Malkit Ram' in:- **(i)** the written statement dated 17.8.1996, **(ii)** in his examination-in-chief by way of affidavit dated 9.4.2003 and **(iii)** in an another agreement dated 26.8.1992 Ext. DW1/A with respect to return of Rs.28,000/- to the plaintiff. Whereas in the disputed agreement (Ext.PW1/A) his signatures appear as 'Malkit Singh'.

5. Observations:

5(a) Questions of law No.1:

5(a)(i) As per Section 29 of the Indian Contract Act, 1872, 'agreements', the meaning of which is not certain, or capable of being made certain, are void. Section 9 of the Specific Relief Act, 1963, entitles the defendant to plead by way of defence any ground available to him under law relating to the contracts, where relief of specific performance of contract is claimed under Chapter II of the Act. Before adverting to question of law, it would be appropriate to first notice the precedents in respect of specific performance of valid, enforceable contracts as also in respect of defective contracts.

5(a)(ii) Hon'ble Apex Court in ***(2016) 4 SCC 352***, titled ***Satish Kumar Vs Karan Singh & Anr.,*** held that the jurisdiction to order specific performance of contract is based on the existence of a valid and enforceable contract. Where a valid and enforceable contract has not been made, the Court will not make a contract for the parties. Specific performance will not be ordered if the contract itself suffers from some defect which makes it invalid or unenforceable. The discretion of the Court will not be there even though the contract is otherwise valid and enforceable. In this regard, it is apposite to extract relevant paragraphs of this judgment:-

> *"8 It is well settled that the jurisdiction to order specific performance of contract is based on the existence of a valid and enforceable contract. Where a valid and enforceable contract has not been made, the Court will not make a contract for them. Specific performance will not be*

ordered if the contract itself suffers from some defect which makes the contract invalid or unenforceable. The discretion of the Court will not be there even though the contract is otherwise valid and enforceable.

9 This Court in Mayawanti vs. Kaushalya Devi, 1990 3 SCC 1 held thus:-

> *"8. In a case of specific performance it is settled law, and indeed it cannot be doubted, that the jurisdiction to order specific performance of a contract is based on the existence of a valid and enforceable contract.The Law of Contract is based on the ideal of freedom of contract and it provides the limiting principles within which the parties are free to make their own contracts. Where a valid and enforceable contract has not been made, the court will not make a contract for them. Specific performance will not be ordered if the contract itself suffers from some defect which makes the contract invalid or unenforceable. The discretion of the court will be there even though the contract is otherwise valid and enforceable and it can pass a decree of specific performance even before there has been any breach of the contract. It is, therefore, necessary first to see whether there has been a valid and enforceable contract and then to see the nature and obligation arising out of it. The contract being the foundation of the obligation the order of specific performance is to enforce that obligation."*

10 Exercise of discretionary power under Section 20 of the Specific Relief Act for granting a decree, this Court in the case of Parakunnan Veetill Josephs Son Mathew vs. Nedumbara Kuruivilas Son and others, 1987 AIR(SC) 2328 observed:-

> *"14. Section 20 of the Specific Relief Act, 1963 preserves judicial discretion of courts as to decreeing specific performance. The court should meticulously consider all facts and circumstances of the case. The court is not bound to grant specific performance merely because it is lawful to do so. The motive behind the litigation should also enter into the judicial verdict. The court should take care to see that it is not used as an instrument of oppression to have an unfair advantage to the plaintiff. The High Court has failed to consider the motive with which Varghese instituted the suit. It was instituted because Kuruvila could not get the estate and Mathew was not prepared to part with it. The sheet anchor of the suit by Varghese is the agreement for sale Exhibit A-1. Since Chettiar had waived his rights thereunder, Varghese as an assignee could not get a better right to enforce that agreement. He is, therefore, not entitled to a decree for specific performance.*

5(a)(iii) ***(2010) 15 SCC 601***, titled ***Pawan Kumar Dutt and Another Vs. Shakuntala Devi and Others,*** was a case where the Trial Court held that the suit for specific performance could not be decreed for

want of certainty as to description of suit property. The First Appeal filed by the plaintiff was also dismissed. The High Court did not find any valid ground to take a different view on the concurrent findings of fact recorded by both the Courts below. The Hon'ble Apex Court held that 'Courts are not expected to pass a decree which is not capable of enforcement in courts of law'. If a decree is to be granted for specific performance, without identification of the suit property, it will not be possible to enforce such a decree. The relevant para from the judgment which also notices the agreement specification is extracted hereinafter:-

> *"7.But the position in the present case is different; that a portion out of the total larger extent was agreed to be sold, but, without specification of the area agreed to be sold. It is clear from the suit agreement that no boundaries of the suit property which was sold are specified in the agreement. It is not clear from what point the area is to be measured. It is also not clear that these 4 bighas 2 biswas is a portion of the land situated in the middle of the total land or in one portion or at the extreme end or at a particular place, in other words, there is no clear identity of the property agreed to be sold. The Courts are not expected to pass a decree which is not capable of enforcement in the courts of law. If the argument of the learned counsel for the appellants is to be accepted and if a decree is to be granted for specific performance, without identification of the suit property, it will not be possible to enforce such a decree."*

5(a)(iv) In the instant case, agreement to sell refers to a 'Kutcha house' allegedly owned and possessed by the defendants in an area of around 5 biswa at Kangar, Tehsil Haroli, District Una, with further rider that revenue papers regarding Khasra number etc., of the house would be produced at the time of registration of sale deed. Neither the land in question nor the house involved has been identified in the agreement. No khasra number finds mentioned in the agreement. The extent of the area alleged to have been sold by the defendants in the agreement is around 5

biswa, whereas the plaint talks about land measuring 0-9 marlas out of total land measuring 3 kanals and 4 marlas, comprised in specific khasra numbers. Alongwith plaint, a site plan depicting the land referred to in the plaint has also been appended. The plaint is definitely an improvement over the agreement to sell in respect of identity of land/house. Defendants in their written statement have admitted their joint ownership & possession over the suit land as well as of the house. By relying upon the revenue records (jamabandi for the year 1985-86/Ext.P1), they submit that they are joint owners over the suit land alongwith others. It is further their case that they have never executed the agreement in question. Be that as it may. The fact remains that the agreement to sell dated 6.11.1992 is vague. It does not reflect clear intention of the executants as to what was being agreed to be sold under the agreement. All material aspects which needed to be reflected with certainity have been left in the realms of speculation. Neither the agreement gives out clear identity of the land nor it spells out the boundaries. Even the area of the house-subject matter of the agreement is not correctly recorded therein. No ascertainable or determinative intention can be deciphered from this agreement. Such an agreement to sell is not capable of enforcement. Its specific performance cannot be granted. The judgments cited by learned counsel are based upon facts of individual cases. Substantial question of law No.1 answered, accordingly.

5(b) Question of Law No.2:-

Section 29 of Indian Contract Act entitles a defendant to avoid an agreement if the same is void. Also the defendant is entitled to take the defence of vagueness & void nature of the agreement in order to avoid its specific performance under Section 9 of the Specific Relief Act. Such a defence would essentially revolve around frame of the agreement and its logical interpretation in the facts of the case. Agreement being vague & therefore un-enforceable is a plea, which can be raised by the defendants even without specifically expressing it in the written statement. In ***2019 (11) Scale 131*** titled ***Tilak Raj Bakshi Vs. Avinash Chand Sharma (dead) through LRs & others,*** the Apex Court was inter-alia considering two questions viz i) whether the High Court was right in, without even a plea, holding that the family settlement is vague and unenforceable and void ii) Whether the High Court was right in holding that the Courts could not exercise discretion under Section 20 of the Specific Relief Act 1963 as the contract is not specifically enforceable. While answering the question, the Court reiterated the observation of Apex Court in ***AIR 1958 SC 512*** titled ***Keshav Lal Lallubhai Patel Vs. Lalbhai Tribumlal Mills***:-

> *20. The question is not res integra. A Bench of three learned Judges of this Court considered the very same question in Keshavlal Lallubhai Patel Vs. LalBhai Trikumlal Mills Lts held as follows:*
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> > *"10. There is one more point which must be considered. It was strongly urged before us by the appellants that, in the trial court, no plea had been taken by the respondent that the agreement for the extension of time was vague and uncertain.*

No such plea appears to have been taken even in the grounds of appeal preferred by the respondent in the High Court at Bombay; but apparently the plea was allowed to be raised in the High Court and the appellants took no objection to it at that stage. It cannot be said that it was not open to the High Court to allow such a plea to be raised even for the first time in appeal. After all, the plea raised is a plea of law based solely upon the construction of the letter which is the basis of the case for the extension of time for the performance of the contract and so it was competent to the appeal court to allow such a plea to be raised under Order 41 Rule 2 of the Code of Civil Procedure. If, on a fair construction, the, condition mentioned in the document is held to be vague or uncertain, no evidence can be admitted to remove the said vagueness or uncertainty. The provisions of Section 93 of the Indian Evidence Act are clear on this point. It is the language of the document alone that will decide the question. It would not be open to the parties or to the court to attempt to remove the defect of vagueness or uncertainty by relying upon any extrinsic evidence. Such an attempt would really mean 4 AIR 1958 SC 512 the making of a new contract between the parties. That is why we do not think that the appellants can now effectively raise the point that the plea of vagueness should not have been entertained in the High Court." (Emphasis supplied)

21. Therefore, the mere fact that a plea is not taken, that the clause in question is vague, and hence, unenforceable and void will not stand in the way of the Appellate Court looking into the contract and, if on its terms, it finds it to be vague and unenforceable, it can be so held."

Reference in this regard can also be made to ***AIR 1990 Kerala 198,*** titled ***K.G. Balakrishnan,J.*** titled ***Kandamath Cine Enterprises (Pvt.) Ltd. Vs. John Philipose.*** Relevant paragraphs whereof are extracted as under:-

"6. The next contention urged by the appellant's counsel is that the terms of Ext. Al are vague and uncertain and, therefore, it is not enforceable in view of Section 29 of the Contract Act. The contention of the appellant is that the description of the property to be sold is not made clear and it is so vague and uncertain. At the outset, I may point out that this plea was not raised before the Court below. No such plea was raised in the written statement. Moreover, the defendant company received Rs. 10,000/- as per Ext. Al receipt and therefore received the entire balance consideration as evidenced by Ext.Al endorsement and the two cheques issued in favour of the defendant. At no point of time the defendant expressed the view that the terms of Ext Al was vague and uncertain and hence unenforceable. However, I am of the view that the appellant is entitled to raise this plea since it is a question of law.

7. The plea that a particular contract is void for uncertainty under Section 29 of the Contract Act is a question of law and if the terms of the contract are vague and uncertain the contract itself would be void and unenforceable under Section 29 of the Contract Act and that will go into the root of the matter and, therefore, it is a plea that could be raised even at the appellate stage. This view has been exemplified by authorities in Phuljhari Devi v. Mithai Lal, AIR 1971 All 494, Keshavalal v. Lalbhai T. Mills Ltd., AIR 1958 SC 512 at page 517.

8. The learned counsel for the appellant further contended that if the terms of the contract are uncertain no evidence can be admitted to remove the said vagueness or uncertainty in view of Section 93 of the Evidence Act. It is true that if any of the terms of the document is clearly uncertain and incapable of being made certain it may not be open to the parties to attempt to remove that vagueness or uncertainly by adducing other evidence. The learned counsel for the appellant points out that a Commission was taken out in this case to identify the plaintiff's property and the Commissioner prepared Ext. C2(a) plan and he has identified the property as plot "CXJK". The Commissioner identified the |plot with reference to Ext. Al agreement. It is incorrect to say that the Commission-was taken out to identify the property as the recital in Ext. Al was too vague and uncertain. The entire 5 acres and 2 cents of land was lying on the northern side of the public road leading to Engineering College. There is a by lane on the western side of the property. This bylane is being used by people residing on the further north of the defendant's property. It is an undisputed fact that the main public road is on the southern side of the property. When the parties described the property as "1 acre of front land", it clearly means 1 acre of the property lying on the northern side of the Engineering College road. It is difficult to interpret that 1 acre of front land intended by the parties was on the extreme northern side of the entire property or the property lying on the east of the western pathway. From the lie of the property and the existence of the southern public road it is clear and certain that the 1 acre of land intended to be sold was "CXJK" in Ext. C2(a) plan. It is important to note that the defendant on the date of the agreement received Rupees 10,000/ - and after two months he received the balance consideration. Thus, the defendant accepted several payments towards the agreement without any protest and he acted on the agreement. At no point of time the defendant contended that the terms of the agreement are vague and uncertain and the plaintiff is not entitled to enforce the agreement. PW1, the father of the plaintiff, who acted on behalf of the plaintiff and DW1, the Managing Director of the defendant-company are well educated and they knew each other for a number of years. According to P. W.I, he visited the property several times in the company of DW1 and fully satisfied about the identity of the property".

Question of law No.2 is answered accordingly.

5(c) Question of law No.3

In ***2019 (3) SCC 704 titled Kamal Kumar Vs. Premlata Joshi & Others,*** the Hon'ble Apex Court held that the grant of specific performance is a discretionary and equitable relief and laid down following material questions required to be gone into for grant of relief of specific performance

> **"7.1.** First, whether there exists a valid and concluded contract between the parties for sale/purchase of the suit property;
> ***7.2.*** *Second, whether the plaintiff has been ready and willing to perform his part of contract and whether he is still ready and willing to perform his part as mentioned in the contract;*
> ***7.3*** *Third, whether the plaintiff has, in fact, performed his part of the contract and, if so, how and to what extent and in what manner he has performed and whether such performance was in conformity with the terms of the contract;*
> ***7.4.*** *Fourth, whether it will be equitable to grant the relief of specific performance to the plaintiff against the defendant in relation to suit property or it will cause any kind of hardship to the defendant and, if so, how and in what manner and the extent if such relief is eventually granted to the plaintiff;*
> ***7.5.*** *Lastly, whether the plaintiff is entitled for grant of any other alternative relief, namely, refund of earnest money etc. and, if so, on what grounds."*

Defendants have denied executing the agreement dated 6.11.1992. Their stand is that (Ext.PW1/A) is a forged document, which does not bear their signatures.

With the assistance of learned counsel for the parties, I have gone through the evidence on record. To prove this agreement, plaintiff examined three witnesses. PW-1 Mohd. Iqbal, was not even clear as to whether the agreement was executed in respect to the land or was in regarding sale of house. He was also appears to be confused, as to whether he knew Punjabi language or not. The agreement was scribed in Punjabi

language. He stated that the stamp paper was brought by defendant No.2 Om Prakash and the agreement was scribed by Mewa Singh at around 1.02 P.M. at Dana Mandi on 6.11.1992. Agreement thereafter was read out by Mewa Singh for the benefit of all. He himself (PW-1) did not read the agreement. His given version of residence of defendants at the time of alleged execution of the agreement, is at variance with the version of the other witnesses of the plaintiff. PW-2 Mewa Singh, the scribe, did not produce the deed writer register. The stamp vendor was not examined by the plaintiff. Defendant No.2 Malkit Singh while appearing in examination-in-chief stated that Ext. PW1/A, dated 6.11.1992, was a forged document and never executed by the defendants. This witness was not at all cross-examined by the plaintiff in respect of the valid execution of the agreement. No suggestion was given to this witness by the plaintiff that he had executed the agreement. Burden of proving due execution of the agreement was on the plaintiff, which he failed to discharge. Under the circumstances, there was hardly any necessity for expert opinion about signatures on the document. In this regard, it is apposite to refer to ***AIR 2016 Karnataka 192,*** titled ***Sayed Moinuddin Vs Md. Mehaboob Alam and others.*** Relevant paragraphs are extracted hereinafter:-

> *"11. So looking to this oral evidence of plaintiff as well as the witnesses on the side of the plaintiff which has been observed by the Trial Court that, firstly the identity of the property is not clearly established as there are no boundaries mentioned in any of three documents. Not only that even with regard to exact property number, there is no consistent and acceptable evidence on the side of the plaintiff. Looking to the documents produced by the plaintiff regarding number of the property old as well as new one. Therefore, the Trial Court comes to the conclusion that the plaintiff failed to prove the agreements Ex.P-1 to P-*

3 with acceptable evidence. Accordingly the suit was dismissed. When the matter taken up before the first Appellate Court, the first Appellate Court after re-appreciating the materials on record, it also comes to the conclusion that the dismissal of the suit is in accordance with law and no illegality has been committed by the Trial Court.

13 When it is definite case of the plaintiff that agreement of sale is attested by the witnesses and witnesses have been examined before the Trial Court. The scribe of the document is also examined before the Trial Court and their evidence is appreciated by the Trial Court, the question of sending the document for expert opinion does not arise at all. Getting opinion of the expert is when there are no means to prove the document, then in that case as a last resort, the Court has to refer the document for expert opinion and expert opinion it is opinion evidence. When there are direct witnesses to the documents i.e., attesting witnesses and the scribe of the document. When their evidence is not acceptable and trustworthy, the contention of the appellant before this Court cannot be accepted that it is to be sent for expert's opinion. No grounds in this Regular Second Appeal. Perusing the entire materials placed on record, I am of the opinion that no substantial question of law involved in this appeal. There is no merit in this appeal. Accordingly the appeal is dismissed in the admission stage itself. Consequently, the application I.A. No.1/2015 is also dismissed."

Plaintiff miserably failed to prove due execution of the agreement (Ext. PW-1/A)

Question of law No.3 is answered accordingly.

The agreement dated 6.11.1992 (Ext. PW-1/A) is vague & void, therefore, not capable of being enforced. Plaintiff even otherwise has failed to prove its execution by the defendants in accordance with law. No interference in concurrent dismissal of plaintiff's suit by the learned Courts below, is called for. Hence, the appeal is dismissed. Pending application(s), if any, also stand disposed of accordingly.

Jyotsna Rewal Dua
Judge

1st April, 2021
(rohit)