

IN THE HIGH COURT FOR THE STATES OF PUNJAB AND HARYANA AT
CHANDIGARH

C.R. No.1170 of 2015

Date of Decision.04.03.2015

Gian Singh son of Sh. Wadhawa Singh

.....Petitioner

Versus

Kuldeep Chand and others

.....Respondents

Present: Mr. Maharaj Kumar, Advocate
for the petitioner.

CORAM:HON'BLE MR. JUSTICE K. KANNAN

1. Whether Reporters of local papers may be allowed to see the judgment ?
2. To be referred to the Reporters or not ?
3. Whether the judgment should be reported in the Digest?

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K. KANNAN J. (ORAL)

1. The petition for examination of an expert for comparison of signatures in the document filed by the defendant was rejected by the Court and the petitioner is before this Court complaining of such rejection.

2. The petitioner is the plaintiff in the suit. The suit is for specific performance of the agreement of sale executed by the 1st defendant in his favour. The 1st defendant has admitted the agreement but he has only denied the endorsement on the agreement in terms of which there is an extension of time granted for performance of the agreement. The necessary issues are, therefore, with reference to the readiness and willingness and also the truth of the endorsement containing the signature of the 1st defendant by which the time for performance was extended. The suit has come to be filed in a situation where the 1st defendant in defiance of the terms of the agreement executed the sale in favour of the 2nd defendant. Therefore, the 2nd

defendant relies on document of purchase and agreement in his favour which is subsequent in point of time to the plaintiff. The whole case must, therefore, depend on whether the plaintiff is entitled to prove readiness and willingness and also prove the endorsement contained in the original agreement which is denied by the defendant. The burden was wholly on him. The only burden which exists on the defendant is the bona fides of his purchase in order to secure the benefit of his purchase under Section 19 of the Specific Relief Act. There is no particular issue on the defendant other than the issue of the bona fides of purchase which would fall for consideration for rebuttal by the plaintiff. If the plaintiff cannot offer evidence as regards the bona fides of purchase by the defendant by letting in evidence regarding the kind of knowledge of the 2nd defendant to the agreement in his favour so that the defendant's purchase cannot be taken to be bona fide the court will not grant any more opportunity. If the plaintiff would want to give evidence on his own document regarding endorsement contained in the agreement by comparing the document produced by the defendant, he is really trying to bring an additional evidence to the issue the burden of which was on him. The counsel refers to a judgment pointing to the law in **Ranjit Singh Vs. Mehfil Restaurant 2008(2) CCC 225**. I will find no statement of law in the judgment that contradicts what I have observed here.

3. There is no scope for intervention. The civil revision petition is misconceived and it is dismissed.

(K. KANNAN)
JUDGE

March 04, 2015
Pankaj*