

HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

RSA No.1580 of 1988 (O&M)

Date of Decision: 28.01.2015

Savitri Devi (through LRs)

. . . . Appellant

VS.

Roshan Lal

. . . . Respondent

CORAM: HONBLE MR.JUSTICE SURYA KANT

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?

Present: None

SURYA KANT J. (ORAL)

(1). The respondent-plaintiff filed a suit for recovery of ₹5,000/- comprising ₹2500/- as the principal amount and the remaining ₹2500/- as damages/compensation against the appellant for the alleged breach of agreement dated 07.09.1980 executed between the parties for the sale of land measuring 8 biswas. The suit was decreed by the trial court vide judgement and decree dated 15.01.1986 against which the first appeal preferred by the appellant was dismissed by the learned Additional District Judge, Bathinda vide judgement and decree dated 28.01.1988.

(2). Still aggrieved, the instant appeal has been filed primarily on the plea that the report of the finger-print expert is not clear to draw a conclusive inference that the alleged agreement to sell set up by the respondent-plaintiff bears the thumb impression of the appellant.

(3). When this appeal was taken up for final hearing on 23.07.2014, both the parties were unrepresented. Notice was thus issued to their learned counsel. As per the office report, learned counsel for both the parties have been duly informed. No one, however, appears on their behalf. I thus proceed to decide the appeal on merits.

(4). The record reveals that no interim stay was granted by this Court and it is obvious that the money decree has been executed. It further appears that having regard to the total amount involved, the appellant is no longer interested to pursue this appeal.

(5). Even on merits also, I do not find that there is any substantial question of law involved in this appeal. Both the courts below have, on the basis of the documentary evidence duly supported with the oral version of the marginal witnesses, have concurrently held that the agreement to sell dated 07.09.1980 bears the thumb impression of the appellant. Besides deposition of Hand-Writing Expert Shri KS Puri in support of the report Ex.P2, the Courts have drawn inference from the fact that one of the witnesses, namely, Ramji Das Patwari who is husband of the appellant declined to give any writing in Court for comparison when he entered the witness box on 26.11.1984.

(6). The cause of action of the agreement to sell being essentially a question of fact, the appellant cannot be heard on the

question of further reappraisal or re-consideration of the deposition made by the hand-writing expert.

(7). No case thus is made out even on merits to interfere with the concurrent findings of the courts below.

(8). Dismissed.

28.01.2015
vishal shonkar

(Surya Kant)
Judge