

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

RSA No.2430 of 2006
DATE OF DECISION:15.12.2015

Bhupinder Singh

...Appellant

versus

Jaswant Singh

...Respondent

CORAM:- HON'BLE MR. JUSTICE RAMENDRA JAIN

Present: Mr.Ranjit Saini, Advocates for the appellant.
Mr.R.S.Malik, Advocate for the respondent.

RAMENDRA JAIN, J.

The defendant is appellant before this Court. He is aggrieved by the judgments rendered by both the Courts below.

The plaintiff filed a suit for specific performance of contract regarding land measuring 1 kanal 18 marlas (in short, 'the suit property') for which there was an agreement of sale entered into on 18.10.2001 between him and the defendant. The defendant had agreed to sell the suit property in favour of the plaintiff for a consideration of ₹3,25,000/- per acre. A sum of ₹20,000/- was paid as earnest money. The defendant also received an amount of ₹2,200/- on 29.12.2001 and ₹13,000/- on 16.1.2002 and executed the receipts in this regard. The

balance sale consideration was to be paid at the time of execution of the sale deed on or before 18.3.2002. The defendant did not turn up for the execution of sale deed, though the plaintiff remained present in the Tehsil Complex, Morinda along with the balance sale consideration and expenses for registration of sale deed amounting to ₹60,000/-. In order to show his presence, the plaintiff got attested an affidavit from the Executive Magistrate, Morinda. According to the plaintiff, he was/is still ready and willing to perform his part of contract. However, the defendant failed to execute the sale deed in his favour which necessitated the filing of the suit for specific performance of contract.

The suit was contested by the defendant. He denied the execution of any such agreement to sell dated 18.10.2001 in favour of the plaintiff. He pleaded that in fact, he had borrowed a sum of ₹35,000/- as loan from the plaintiff on 18.10.2001. In order to secure the loan amount, the plaintiff took his signatures on two blank papers. However, he had already repaid the loan amount. But, the said documents were not returned and the matter kept lingering on and hovering on one pretext or the other.

On appreciation of evidence, the trial Court came to the conclusion that the agreement to sell, Ex.P1, was duly proved. Accordingly, the suit of the plaintiff was decreed.

The defendant went in appeal. The First Appellate Court, on re-appraisal of evidence, affirmed the findings recorded by the trial Court.

Now the defendant has approached this Court through the present appeal.

Learned counsel for the appellant submits that the findings recorded by the Courts below are erroneous, inasmuch as, the defendant did not execute any such agreement to sell dated 18.10.2001, nor received any earnest money. He further submits that the defendant had borrowed a sum of ₹35,000/- as loan on 18.10.2001 and in lieu thereof, the plaintiff had obtained signatures of the defendant on two blank papers. Despite having been repaid the loan amount, the aforesaid documents were not returned. On that basis, it has been argued that the suit of the plaintiff be dismissed.

The learned counsel for the respondent submits that the findings of both the Courts below are based on appreciation of evidence and, thus, the suit of the plaintiff was rightly decreed.

So far as the question of validity of the agreement to sell between the parties is concerned, both the Courts below have held the agreement to sell, Ex.P1, to be legal and valid. The findings given for holding the agreement to sell, Ex.P1, legal and valid are summarised and recapitulated for the sake of enabling this Court to correctly appreciate the evidence. The

defence taken by the defendant that on two blank papers his signatures were obtained in order to secure the loan of ₹35,000/- on 18.10.2001 was negated by both the Courts below on the premise that there was no denial in the written statement regarding receipt of ₹13,000/- on 16.1.2002 which amounts to admission on his part. While defendant appearing as DW1, admitted his signatures on the documents, namely, Ex.P1 agreement to sell dated 18.10.2001, Ex.P2 receipt of ₹2,200/- which is on the backside of the agreement to sell and Ex.P3 receipt of ₹13,000/- on 16.1.2002. Thus, the admission of the appellant on the aforesaid three documents belies and falsifies the claim of the defendant that his signatures were obtained on two blank papers which were subsequently converted into agreement to sell. Even the admission of his presence in the Tehsil Complex, Morinda on 18.10.2001 shows the presence of the parties together for the execution of agreement to sell, Ex.P1.

Apart from this, the defendant failed to bring any evidence to show that the alleged borrowed amount of ₹35,000/- was returned to the plaintiff. The Courts below have also held that the conduct of the defendant was not above-board, inasmuch as, at the first instance, he deposed that he knows only Punjabi, however, subsequently, he admitted that he had appended his signatures in English on the endorsement

Ex.P1/A with regard to purchase of stamp paper and on the aforesaid documents, Ex.P1 to Ex.P3.

The readiness and willingness of the plaintiff is reflected from the sworn affidavit dated 18.3.2002 duly attested by the Executive Magistrate, Morinda that he was very much present along with the expenses for registration of sale deed amounting to ₹60,000/- in the Tehsil Complex, Morinda on the date so fixed for the execution of sale deed.

No question of law, much less any substantial question of law, arises in the present appeal for determination.

In view of the aforesaid discussion, I find no illegality or impropriety in the judgments and decree of both the Courts below which requires interference by this Court.

Dismissed.

December 15,2015
KD

(Ramendra Jain)
Judge