

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH**

RSA No.3200 of 2011 (O&M)

Date of decision : 01.12.2015

Ajit Singh

...Appellant

Versus

Jarnail Singh and another

...Respondents

CORAM: HON'BLE MR. JUSTICE AMIT RAWAL.

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

Present: None for the appellant.

Mr. G.S. Virk, Advocate for

Mr. G.S. Nagra, Advocate for respondent Nos.1 and 2.

AMIT RAWAL, J. (Oral)

The appellant-defendant is in Regular Second Appeal against the concurrent finding of fact, whereby suit for specific performance and confirmation of the possession and for execution of the sale deed, has been decreed by both the Courts below.

The case set out in the appeal is that both the Courts below have taken an erroneous view that stamp paper of the affidavit was purchased on 01.02.2000 which is prior to the date of marking of the presence in the office of Sub-Registrar. It has further been stated that respondents-plaintiffs

failed to appear before the Sub-Registrar for execution of the sale deed on the date fixed. The date of execution of the sale deed was 08.05.2000. The affidavit Ex.P2 was also not properly stamped and there was concealment on the part of the plaintiffs, whereas respondents-plaintiffs have never put in possession, it is the defendant who is in possession and thus, both the Courts below have committed illegality and perversity while exercising the discretion under Section 20 of the Specific Relief Act.

Mr. G.S. Virk, Advocate for Mr. G.S. Nagra, learned counsel appearing on behalf of respondents submits, that appellant-defendant admitted the agreement to sell and came out with a different story which did not weigh by the Courts below. The execution of the agreement to sell dated 29.12.1999 had been proved through the testimony of PW2 Jagtar Singh and PW3 Piara Singh. PW5 Sukhjinder Singh, Clerk has also proved documents marking presence of plaintiffs on 08.05.2000 (Ex.P2). In the execution proceedings, sale deed had already been executed and even the possession had also been taken.

I have appraised the paper book and record of the paper book.

I do not find any justification in interfering with the concurrent finding of fact as finding is based upon appreciation of oral and documentary evidence.

Both the Courts below have found that respondents-plaintiffs were ready and willing to perform his part of agreement. PW4 Apar Singh, Deed Writer, Court Complex, Ajnala deposed that he has scribed the agreement to sell at the instance of the appellant-defendant and Jarnail Singh. The stamp paper was purchased in his presence. Even the earnest

money of ₹20,000/- was paid in the denomination of ₹100/- each which was paid in his presence. Jarnail Singh has signed agreement to sell Ex.P1 after admitting the contents to be correct. Both the marginal witnesses Jagtar Singh and Piara Singh had proved the execution of agreement to sell. The readiness and willingness have also been proved as the suit filed on 03.06.2000.

There is no substance in the appeal, much less, no substantial question of law arises for determination.

Accordingly, appeal is dismissed.

01.12.2015

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**(AMIT RAWAL)
JUDGE**