

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

**RSA No.1215 of 2012 (O&M)
Date of Decision: October 12, 2015**

Surinder Singh

.... Appellant

vs.

Kashmir Singh and others

.... Respondents

CORAM: HON'BLE MR. JUSTICE KULDIP SINGH

Present: Mr. Vinod Khunger, Advocate for the appellant.

1. *Whether Reporters of Local Newspapers 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?*

Kuldip Singh J.(Oral)

Impugned in the present regular second appeal is the judgment and decree dated 30.11.2011 passed by learned Addl. District Judge, Ferozepur, affirming the judgment and decree dated 13.02.2010 passed by learned Civil Judge (Jr. Divn.), Zira, vide which in a suit for specific performance, the alternative relief for recovery of ₹20,000/- was awarded in favour of the plaintiff with interest @ 6% per annum from the date of passing of the judgment and decree till the actual realization of decretal amount.

Brief facts of the case are that according to the plaintiff, defendant executed an agreement to sell dated 02.01.2004 regarding land measuring 8 kanals comprising khewat No.99, khatauni No.260 and khasra No.57M/1 (8-0) situated in the area of village

Manochahal, Tehsil Zira in his favour for consideration of ₹2,00,000/-.

₹20,000/- were paid as earnest money to the defendant. The sale deed was to be executed on or before 02.06.2004. However, defendant did not execute the same as agreed for.

I have heard learned counsel for the appellant and have also carefully gone through the case file.

The lower court has noticed that there were continuous dealing between the parties. The plaintiff himself admitted that previously also he had purchased the land from the defendant. The defendant also proved on record earlier agreement dated 31.10.1992 executed in favour of the father of the plaintiff by the defendant and also an agreement dated 31.10.1992 executed in favour of the plaintiff by the defendant, which were later on cancelled.

The lower court noticed that in the agreement, it was mentioned that the possession has been delivered to the plaintiff but in fact, it was with defendant No.1. The land is already lying mortgaged with defendant Nos.2 and 3-Banks.

Both the courts below after weighing the entire evidence, came to the conclusion that it was a loan transaction and parties had no intention to sell the land. It being so, the alternative relief was granted.

I am of the view that the findings of the facts have been recorded to the effect that it was a loan transaction. The findings of the facts are not to be interfered in the regular second appeal. No substantial question of law arises in the present appeal.

Hence, the present regular second appeal stands dismissed.

October 12, 2015
sarita

(KULDIP SINGH)
JUDGE