

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

RSA No.2151 of 2012 (O&M)
Date of decision: 4.8.2015

Raj Kumar Khanna

...Appellant

Versus

Smt. Satto Devi and others

.....Respondents

CORAM: Hon'ble Mr. Justice Rajesh Bindal

Present: Mr. Vikas Kumar, Advocate, for the appellant.

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RAJESH BINDAL, J.

The plaintiff is before this Court against concurrent findings of fact recorded by both the learned courts below, whereby suit filed by him for specific performance of agreement to sell was dismissed.

The appellant/plaintiff claimed that the agreement to sell dated 8.11.2000 was executed by predecessor-in-interest of the respondents in his favour for sale of house No.711, Sector-9, Faridabad for total sale consideration of ₹ 6,70,000/-. Earnest money of ₹ 3,00,000/- was paid. The last date for execution of sale deed was fixed as 10.9.2001. Even original sale deed was handed over by the vendor to the appellant. As the vendor failed to get the sale deed executed, the suit was filed.

The primary issue, which requires consideration by this Court is as to whether the appellant was ready and willing to get the sale deed registered. Both the courts below have concurrently found that on the date fixed for getting the sale deed registered i.e. on 10.9.2001, though the appellant claimed that he had gone to the office of the Sub Registrar along with balance sale consideration, but the vendor was not present, however, he was not able to prove this fact by leading any cogent evidence. He did not get himself marked present in the office of the Sub Registrar. It was merely his own self serving statement. For the first time, he served a legal

notice more than one year thereafter on 27.11.2002. It has further come on record that there was a litigation going on between the parties, namely, the appellant and the predecessor-in-interest of the respondents, i.e. deceased Ved Pal pertaining to a shop owned by the appellant, in which deceased Ved Pal was a tenant. Under these circumstances, the courts found that it was unbelievable that Ved Pal will enter into agreement to sell his house to the appellant.

With this material on record, in my opinion, there is no error in the judgments of the courts below, whereby the suit filed by the appellant/plaintiff for specific performance of agreement to sell was dismissed. The concurrent findings of fact recorded by both the courts below cannot be said to be perverse. No substantial question of law arises. The appeal is accordingly dismissed.

(Rajesh Bindal)
Judge

4.8.2015

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