

IN THE HIGH COURT OF PUNJAB & HARYANA, CHANDIGARH

RSA No. 2506 of 2012(O&M)
Date of decision : January 28 , 2015

Harbhajan Singh

..... Appellant

Versus

Joginder Kaur and others

..... Respondents

CORAM: HON'BLE MR. JUSTICE AMIT RAWAL

Present:- Mr. G. S. Bhatia, Advocate
for the appellant.

Mr. Sandeep Vermani, Advocate
for respondent Nos. 1 to 3.

Mr. Parveen Kataria, Advocate
for respondent No.5.-caveator.

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?

Amit Rawal, J (oral).

This Regular Second Appeal at the instance of the appellant-plaintiff is directed against the judgment and decree of the courts below whereby his suit for specific performance of agreement to sell dated 30.6.1999 has been dismissed by the trial court and affirmed by the lower appellate court.

Learned counsel for the appellant-plaintiff submits that both the courts below have committed illegality and perversity in dismissing the suit as well as the appeal, as there had been an apparent misreading of the documents brought on record.

During the course of arguments Mr. J. S. Bhatia shown the copy of the agreement to sell dated 30.6.1999 Ex.P-2 and as well as sale deed dated 7.11.1997 registered on 10.11.1997 executed by defendant No.1 in favour of defendant Nos. 2 and 3. He further submits that the predecessor in interest of the respondent-defendant Chuhar Singh had appended signatures on the agreement to sell and as well as on the sale deed and his signatures are identical and same.

I have examined the signatures of Chuhar Singh on the second agreement to sell dated 30.6.1999 with the sale deed dated 7.11.1997/10.11.1997 and both are apparently/starkingly different. Both the courts below have also rendered a finding against the appellant-plaintiff that the appellant-plaintiff failed to prove the execution of the second agreement to sell dated 30.6.1999 though the first agreement to sell dated 1.3.1994 alleged to have been executed between the appellant-plaintiff and defendant- Chuhar Singh was admitted. The agreement to sell dated 30.6.1999 do not show any receipt of ₹75,000/- alleged to have been paid by the appellant-plaintiff to his vendor. Thus, the appellant-plaintiff failed to prove the execution of the second agreement to sell dated 30.6.1999.

Both the Courts below have rendered a finding of fact and law based on appreciation of oral and documentary evidence finding that the appellant-plaintiff miserably failed to prove execution of the agreement to sell, therefore dismissed the suit of the appellant-plaintiff. I do not find any illegality or perversity in the

aforementioned orders of the courts below.

No substantial question of law arise for determination by this Court.

Accordingly, the appeal is dismissed.

(AMIT RAWAL)
JUDGE

January 28, 2015
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