

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

RSA No.3353 of 2012(O&M)

Date of decision: December 10, 2015

Nirmal Singh

... Appellant

Vs.

Major Singh and another

... Respondents

CORAM: HON'BLE MR. JUSTICE SURINDER GUPTA

Present: Mr. Arun Gosain, Advocate
counsel for the appellant.

Surinder Gupta, J

Heard.

This is an appeal filed by Nirmal Singh-defendant no.2, who claimed himself to be a bona fide purchaser of part of the suit land from Darshan Singh-defendant no.1.

The case of the plaintiff, in brief, is that Darshan Singh agreed to sell 8 kanals 16 marlas of land to him vide agreement dated 19th August, 1995 and date for execution of the sale deed was fixed as 19th August, 1996. The rate of land was settled as ₹1,50,000/- per acre, out of which earnest money of ₹50,000/- was paid. Before the date for execution and registration of the sale deed, defendant No.1-Darshan Singh sold part of the suit land to defendant no.2 (appellant) vide sale deed dated 12th April, 1996 bearing wasikha No.26 dated 16th April, 1996. Thereafter, the plaintiff appeared before the Sub Registrar on the stipulated date, but defendant no.1 did not appear and a notice was also sent to him to execute the sale deed, but of no avail.

Defendant no.2-appellant, took the plea in the written statement that he was a bona fide purchaser for valuable consideration, without notice

of agreement in favour of plaintiff. However, despite grant of several opportunities, he could not produce any evidence in support of his plea.

The court of Civil Judge (Junior Division) Ludhiana, on perusal of the evidence, discarded the plea of appellant that he is a bona fide purchaser.

The findings of the Civil Judge (Junior Division) were affirmed by Addl. District Judge, Ludhiana.

Being not satisfied, defendant no.2 has come up with this Second Appeal.

I have heard learned counsel for the appellant and perused the paper book and judgements of Courts below with his assistance.

The only contention raised by defendant no.2-appellant before the trial Court was that he is a bona fide purchaser, however, his plea is not substantiated by any evidence. The Courts below have upheld the plea of the plaintiff that agreement was executed by defendant no.1, on receipt of balance sale consideration.

In view of the above, learned counsel for the appellant could not make out that findings of Courts below are based on no evidence or wrong appreciation of evidence before it.

On perusal of the judgements of both the Courts below, I find no legal or factual infirmity therein calling for any interference.

No substantial question of law requiring determination arises in this appeal, which has not merits.

Dismissed.

December 10, 2015

deepak/jv

(Surinder Gupta)
Judge