

IN THE HIGH COURT OF PUNJAB & HARYANA, CHANDIGARH

RSA No. 3448 of 2012(O&M)
Date of decision : November 5, 2015

Pala Ram and another

..... Appellants

Versus

Sultan Singh

..... Respondent

CORAM: HON'BLE MR. JUSTICE AMIT RAWAL

Present:- Mr. Sanjiv Gupta, Advocate
for the appellants.

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).
CM No. 9184-C of 2012

This is an application under Section 149 CPC for making good the deficiency in court fee.

The application is allowed.

The appellant is permitted to make good the deficiency in court fee.

CM No. 9185-C of 2012

This is an application under Section 151 CPC seeking condonation of delay in refiling the appeal.

For the reasons stated in the application, which is duly supported by an affidavit, delay of 40 days in refiling the appeal is condoned.

The application stands disposed of.

RSA No. 3448 of 2012(O&M)

The appellants-defendants are in Regular Second Appeal against the concurrent finding of fact whereby the suit for specific performance of the agreement to sell dated 20.2.2004 has been decreed and the appellants-defendants have been directed to execute the sale deed on receipt of balance sale consideration.

Learned counsel for the appellants-defendants submits that the stand taken in the written statement was that the respondent-plaintiff had used the blank signed papers, as it has come in evidence that he had relationship with one Gulab Bricks Industries whereas the land in question allegedly agreed to be sold was also given on lease to it w.e.f.1.11.2002 to 30.11.2005.

He further submits that one line with regard to the execution of sale deed after expiry of the lease deed has been inserted later on, which is evident from the naked eye. Both the courts below have not appreciated this fact, thus, there is illegality and perversity in the impugned judgment and decree.

I have heard learned counsel for the appellants and appraised the paper book.

Against the total sale consideration of ₹6,45,000/- in respect of land measuring 13 Kanals 13 Marlas a sum of ₹1,50,000/- + ₹40,000/-, total ₹1,90,000/- had been paid. The stipulated date for execution and registration of the sale deed was 31.1.2006 whereas the suit has been filed on 13.6.2006 preceded by a legal notice dated 28.2.2006. The attesting witnesses to the agreement have proved the earnest money, much less readiness and willingness. The

appellants-defendants have not been able to prove the alleged fraud played upon them nor the thumb impressions have been found to be of a different person.

I do not intend to differ with the finding rendered by both the courts below which is based on appreciation of oral and documentary evidence. I do not find any illegality or perversity in the aforementioned judgment and decree of the appellate court.

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

In view of what has been observed above, the appeal is devoid of merits, accordingly, the same is dismissed.

(AMIT RAWAL)
JUDGE

November 5, 2015
archana