

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

**RSA No. 4287 of 2012 (O&M)
Date of decision : 28.07.2015**

Radha Rani ...Appellant

versus

Harish Chander ...Respondent

CORAM: HON'BLE MS. JUSTICE RITU BAHRI

Present: Mr. R.S. Budhwar, Advocate
for the appellant

RITU BAHRI , J.

This regular second appeal is directed against the concurrent findings of facts recorded by both the Courts below whereby the suit of the plaintiff-respondent (herein after to be referred as 'the respondent') was decreed.

Brief facts of the case are that the appellant entered into agreement to sell the suit land measuring 27 sq yards to him on 23.05.2007 for total sale consideration of Rs.3,00,000/- and an agreement to this effect was executed by the appellant in favour of the respondent on 23.05.2007. It was pleaded that the appellant

received earnest money of Rs. 2 lacs from the respondent and remaining amount was to be paid at the time of execution and registration of sale deed was fixed for 23.11.2007. On the date fixed, the respondent appeared before the Sub Registrar along with balance sale consideration but the appellant failed to appear. Legal notice and reminder was also sent to the appellant but to no effect.

Both the Courts below decreed the suit of the respondent on the grounds that he proved the agreement to sell Ex P2 which bears the signatures of witnesses Jagdish Kumar and Vinod Kumar. P.W.2 Jagdish Kumar has stated that he and executants put signatures in the presence of each other. The agreement is having writing dated 22.11.2007 regarding extension of date for execution of sale deed to 23.01.2008. P.W.3 stated that the said writing was executed in her presence and she admitted her signatures on the writing dated 22.11.2007. Further the respondent has proved the notice issued to the appellant directing her to execute the sale deed as Ex PM. Reminder was also issued which is proved as Ex P7 and acknowledgment as Ex P10. Further he proved the affidavit moved by him in the office of Sub Registrar to mark his presence as Ex P3. P.W.5 also admitted his signatures on the affidavit Ex P7 and stated

that the affidavit was attested by Tehsildar. Thus, it was proved on record that the respondent was willing and ready to perform his part of contract. On the other hand, appellant denied the execution of agreement to sell and pleaded that it was a result of fraud and fabrication but he failed to substantiate his plea.

Accordingly, the concurrent findings of facts recorded by both the Courts below does not require any interference by this Court.

No substantial question of law arises for adjudication by this Court.

The appeal is dismissed.

28.07.2015

G Arora

(RITU BAHRI)
JUDGE