

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

RSA No. 1466 of 2013 (O&M)

Date of decision : 30.10.2015

Pavittar Singh

.. Appellant

versus

Swaran Singh

.. Respondent

Coram: Hon'ble Mr. Justice Rajesh Bindal

Present: Mr. Lalit Sharma, Advocate, for the appellant.

Rajesh Bindal, J.

The defendant is before this Court against concurrent findings of fact recorded by both the Courts below whereby the suit filed by the plaintiff-respondent for recovery of ₹ 1,22,325/- along with interest, was decreed.

In the case in hand, the defendant had executed an agreement to sell dated 17.11.2004, Ex.P1, in favour of the plaintiff in the presence of the witnesses for the land measuring 21 bighas, situated in the revenue restate of village Uppli, Tehsil and District Sangrur. As the defendant failed to execute the sale-deed, the present suit was filed for recovery, which was decreed and the appeal filed by the defendant was also dismissed.

The case of the defendant is that the plaintiff and other attesting witnesses had obtained his signatures on the blank stamp papers fraudulently. The learned Court below has failed to appreciate the report of the hand writing expert, Navdeep Gupta DW2, who has clearly reported that the signatures on the document, Ex. P1, had been obtained when it was in the blank.

The onus to prove the fact that agreement to sell dated 17.11.2004, Ex. P1, was executed by defendant in favour of the plaintiff, was upon the plaintiff. He has discharged this onus by examining himself and producing attesting witnesses, stamp vendor. Whereas the pleas raised by the appellant that his signatures were obtained on blank stamp papers

and report of hand writing expert was not considered, goes against the defendant, as he could not prove on record that he was stopped from approaching the police authorities for lodging any complaint against the plaintiff and other attesting witnesses. As regards the fact that signatures were obtained on the document, Ex.P1, when it was blank also goes against the appellant, when he has admitted his signatures in the register of the stamp vendor, Ex. P4. He has not explained as to why and under what circumstances he had put his signatures on the register of the stamp vendor. Since he has failed to fulfill his part of the agreement, Ex.P1, the Courts below have not committed any error in decreeing the suit for recovery along with interest @ 8% per annum.

For the reasons mentioned above, I do not find any error in the judgments and decrees of both the Courts below. No substantial question of law arises. The same is accordingly dismissed.

30.10.2015
vs

(Rajesh Bindal)
Judge