

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

Regular Second Appeal No. 2810 of 2013 (O&M)
Date of decision: 16.7.2015

Rajwinder Singh

.. Appellant

v.

Nasib Kaur

.. Respondent

CORAM: HON'BLE MR. JUSTICE RAJESH BINDAL

Present: Mr. Iqbal Singh Mann, Advocate for the appellant.

...

Rajesh Bindal J.

The plaintiff is before this court impugning the judgments and decrees of both the courts below, whereby the suit filed by him for possession by way of specific performance of agreement to sell, was dismissed.

In the case in hand, the appellant filed the suit with the allegations that an agreement to sell was executed by the respondent in favour of the appellant on 20.5.2005 for sale of 37 kanals of land for a total sum of ₹ 18,00,000/-. A sum of ₹ 4,50,000/- was paid as earnest money. Last date fixed for execution of the sale deed was 13.10.2005. The suit was filed on 13.10.2008. The appellant has not been able to lead any evidence to show that he was ever ready and willing to get the sale deed registered. He did not even appear before the Sub Registrar on the date fixed for registration of the sale deed with balance sale consideration and mark his presence. He made only an oral assertion that he had gone to the residence of the defendant-respondent along with alleged sale consideration and stamp and registration expenses, but the defendant failed to get the sale deed executed. There was no evidence produced in support thereof. The sale

deed was to be registered in the office of Sub Registrar on the designated date and not at the residence of the defendant.

The plea that the land was lying mortgaged, hence, the sale deed could not be registered and the defendant did not inform it was also falsified as the defendant produced on record copy of clearance certificate (Ex. D6) dated 28.12.2005 showing redemption of land. There is no communication or effort made by the appellant-plaintiff calling upon the defendant to get the sale deed registered before filing the suit in question at the fag end on 13.10.2008, whereas the last date fixed for registration of the sale deed was 13.10.2005.

On the other hand, the defendant remained present in the office of Sub Registrar on the designated date. Her presence was even marked. The affidavit was produced on record. Not only this, the defendant even sent legal notice (Ex. D4) to the plaintiff for getting the sale deed registered. These facts clearly establish that the respondent-defendant was ready and willing to get the sale deed registered, whereas the plaintiff was not ready and willing, hence, there is no illegality in the findings recorded by both the courts below in dismissing the suit filed by the appellant-plaintiff for possession by way of specific performance of agreement to sell.

No substantial question of law arises in the present appeal. The same is, accordingly, dismissed. Consequently, the accompanying applications are also dismissed.

(Rajesh Bindal)
Judge

16.7.2015
mk