

IN THE HIGH COURT OF PUNJAB & HARYANA, CHANDIGARH

RSA No. 3412 of 2013(O&M)
Date of decision : December 8, 2015

Harvinder Singh and others

..... Appellants

Versus

Devinder Kumar and others

..... Respondents

CORAM: HON'BLE MR. JUSTICE AMIT RAWAL

Present:- Mr. Harkesh Manuja, Advocate
for the appellant.

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).

The appellants-defendants are in Regular Second Appeal against the concurrent finding of fact whereby the suit for specific performance of agreement to sell dated 27.4.2005 in respect of land measuring 8 Kanals 9 Marlas has been decreed and the appellants-defendants being the legal representatives of Jeet Singh (since deceased) have been called to execute and register the sale deed within specified period.

Learned counsel for the appellants-defendants submits that the signatures on the stamp paper were not denied but the purpose for which it was signed had been explained in the written statement as the respondents-plaintiffs were property dealers but had assured Jeet Singh (since deceased) to get the join khata

partitioned but later on converted the stamp paper into an agreement to sell. Thus, there was fraud and mis-representation on behalf of the respondents-plaintiffs. Only one witness to the agreement to sell namely Yogesh Kumar had appeared and deposed that the agreement was executed by Jeet Singh (since deceased) in favour of Devinder Kumar which was thumb marked by him. He further submitted that the agreement to sell was read over to the parties by the other witness but he has not stepped into the witness box.

He further submits that it is essential requirement of law that the scribe has to be examined. Since the agreement to sell does not mention about the scribe, therefore the document was surrounded by suspicious circumstances, thus, both the courts below have committed illegality and perversity and accordingly a substantial question of law arise for determination by this Court.

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

Preceding to filing of the suit on 20.1.2006 after expiry of stipulated period on 31.12.2005, a legal notice was sent by the respondents-plaintiffs. Had there been a truth in the stand taken for the first time in the written statement, nothing prevented the appellants-defendants to rebut the averments made in the notice. The appellants on knowing about the contents of the notice, have not cared to reply but could have approached the police for investigation of the matter as, in order to unleash act of fraud and mis-representation.

This Court cannot shut eyes of the other aspect of the matter, inasmuch as the agreement to sell has also been signed by the appellants who are none else but the legal representatives of Jeet Singh (since deceased) but none of them has come forward to reiterate the story/stand taken in the written statement except one Jasbir Singh.

Keeping in view the aforementioned facts, 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

December 8, 2015
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