

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

RSA No. 3678 of 2013 (O&M)
Date of decision: 21.4.2015

Ajit Kaur and others

.. Appellants

v.

Joginder Kaur and others

.. Respondents

CORAM: HON'BLE MR. JUSTICE RAJESH BINDAL

Present: Mr. Gursimran Singh Bawa, Advocate for
Mr. Gagandeep S. Chhina, Advocate for the appellants.

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Rajesh Bindal J.

The successors-in-interest of the defendant-Swaran Singh are before this court impugning the judgments and decrees of both the courts below, whereby the suit for possession by specific performance of agreement to sell filed by the predecessor-in-interest of the respondents, was decreed.

In the case in hand, agreement to sell was executed by Swaran Singh son of Teja Singh Bajwa for selling five shops, situated at Batala City, for a total consideration of ₹ 16,000/-. ₹ 14,000/- were paid as earnest money and ₹ 2,000/- were to be paid at the time of execution of the sale deed. The agreement to sell was executed on 6.12.1985. The last date for execution of the sale deed was fixed as 6.12.1986. The sale deed having not been got registered, the suit was filed on 1.12.1988, which was decreed by the trial court on 20.7.2011. In appeal, the judgment and decree of the trial court was upheld, which have been challenged before this court.

Learned counsel for the appellants submitted that as per recital in the alleged agreement to sell, the total sale consideration was ₹ 16,000/-, out of which ₹ 14,000/- had been paid as earnest money. Merely for a

balance sum of ₹ 2,000/-, one year's time was granted for registration of the sale deed, which was quite unreasonable. He further submitted that original vendor and vendee have expired and it is their successors-in-interest, who are contesting the litigation. The agreement to sell could not be proved on record properly, hence, the suit should not have been decreed. In fact, it was a forged document.

After hearing learned counsel for the appellants, I do not find any reason to interfere with concurrent findings of fact recorded by both the courts below. The learned lower appellate court has discussed the entire issue threadbare in the impugned judgment. It has been noticed therein that the agreement to sell was attested by Baljit Singh as witness. PW1-Rajpal identified the signatures and handwriting of Deed Writer-Hansa Singh, who scribed the agreement to sell, he having been expired. PW2-Harbhajan Singh identified the signatures of Pashora Singh, who had also expired. Pashora Singh is another witness of the agreement to sell. Widow of Pashora Singh appeared as PW5 and proved the signatures of her husband. She also stated about the execution of the agreement to sell, total sale consideration, earnest money paid and the balance to be paid. Nothing could be pointed out from her cross-examination to demolish her statement in chief. Late-Rajinder Singh son of late Swaran Singh, who signed the agreement to sell as attorney of Swaran Singh denied execution of the agreement. Late-Swaran Singh denied execution of power of attorney in favour of his son-Rajinder Singh. Not only this, the learned lower appellate court had noticed in the impugned judgment that Swaran Singh, the appellant before that court, even denied his signatures not only on the written statement filed, but on each and every document. It had come on record that late-Swaran Singh was an educated person. Though a plea was sought to be raised that the agreement to sell was a forged document, but no evidence was led in support thereof. Merely because one year's time was fixed for registration of the sale deed despite payment of ₹ 14,000/- as earnest money out of the total sale consideration of ₹ 16,000/- will not be a good ground to interfere with concurrent findings of fact recorded by both the courts below, where the conduct of the appellants and/or their

predecessor-in-interest had not been fair.

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

(Rajesh Bindal)
Judge

21.4.2015
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