

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

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Regular Second Appeal No.5020 of 2013 (O&M)

Date of Decision: August 17, 2015

Baljit Singh and others

...Appellants

Versus

Harbans Singh and others

...Respondents

CORAM: HON'BLE MR. JUSTICE AUGUSTINE GEORGE MASIH

Present: Mr. Raman Mohinder Sharma, Advocate
for the appellants.

AUGUSTINE GEORGE MASIH, J. (ORAL)

Appellants-defendants have approached this Court by way of this appeal challenging the judgment and decree passed by the trial Court by which the suit filed by the respondents-plaintiffs for possession as owner by way of specific performance of agreement to sell dated 22.07.1987 of Plot No.59-B measuring 500 square yards out of 129 Acre Scheme situated at Raj Guru Nagar, Ludhiana, executed by Shri Mukhtiar Singh, stands decreed and also the judgment passed by the Lower Appellate Court, by which the appeal preferred against the judgment passed by the trial Court, has been dismissed on the ground that the plaintiffs have been able to prove the execution of the agreement to sell.

2. It is the contention of the counsel for the appellants-defendants with reference to the agreement to sell, which was entered into between the respondents-plaintiffs and the predecessor-in-interest of the appellant-defendant Mukhtiar Singh, who died during the pendency of the suit, that as a matter of fact it was not an agreement to sell of the plot in question but was a sale deed as the total amount was paid to Mukhtiar Singh and,

therefore, the same should have been registered and non-registration of the same renders it inadmissible in evidence.

3. This contention of the counsel for the appellants-defendants cannot be accepted in the light of the judgment of the Supreme Court passed in case titled as ***Bondar Singh and others Versus Nihal Singh, 2003(2) R.C.R. (Civil) 222***, where it has been held that unregistered and unstamped sale deed even if it is treated to be so, can be looked into in evidence for collateral purposes like nature of possession, which admittedly is with the respondents-plaintiffs and further they have proved the execution of the agreement to sell by leading cogent evidence.

4. In view of the above, finding no merit in the present appeal, the same stands dismissed.

5. In the light of the dismissal of the appeal, the application for stay i.e. CM No.13511-C of 2013, also stands dismissed.

August 17, 2015
Puneet

(AUGUSTINE GEORGE MASIH)
JUDGE