

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

RSA No.663 OF 2013 (O&M)
DATE OF DECISION : 18th AUGUST, 2015

Karamjit Singh

.... Appellant

Versus

Sukhdev Singh

.... Respondent

CORAM : HON'BLE MR. JUSTICE SURINDER GUPTA

* * * *

Present : Mr. Madan Sandhu, Advocate for the appellant.

None for the respondent.

* * * *

SURINDER GUPTA, J. (ORAL)

This is appeal against the concurrent finding of the courts below whereby the suit filed by the plaintiff-respondent-Sukhdev Singh, seeking relief of specific performance of the agreement to sell dated 11.05.2004 executed by defendant-appellant-Karamjit Singh with regard to 13 Kanal 14 Marla of land situated in Ahmedpur, Tehsil Budhlada, District Mansa, was decreed.

As per the plaintiff the defendant had agreed to sell the above land for a consideration of ₹1,43,000/- per acre and received ₹1,20,000/- as earnest money. The date for execution and registration of the sale deed was fixed as 15.06.2006 on which date the plaintiff appeared before the Sub-Registrar but the defendant-appellant failed to turn up. The respondent got his affidavit attested from the office of Sub-Registrar on 15.06.2006.

In the written statement the defendant-appellant denied execution of the agreement and took the plea that he had given his land on

lease to plaintiff-respondent for the year 2004-05 for a sum of ₹14,000/-.

At the time of execution of the lease deed, if the plaintiff had obtained his thumb impressions on some blank papers in fraudulent manner, the appellant is not bound by any document prepared with those thumb impressions.

I have heard learned counsel for the appellant and perused the case file with his assistance.

The plaintiff produced evidence to prove his case, while the defendant failed to examine any witness and did not put in appearance to rebut the evidence produced by the plaintiff or to prove the plea of fraud taken by him.

On the basis of the evidence on record the lower Court reached the conclusion that execution of the agreement dated 11.05.2004 (Ex.P-1) was duly proved. The plaintiff had also succeeded in proving that he was always read and willing to perform his part of the contract. The suit of plaintiff was decreed. The appellate Court concurred with the finding of the trial Court and also examined the fact that the defendant had taken the plea of fraud with him but had not produce any evidence in this regard.

On perusal of the judgment of the Courts below, I find no legal or factual infirmity therein calling for interference. No substantial question of law arises for determination in this second appeal. This appeal has no merit and is accordingly dismissed.

18th August, 2015
'raj'

(SURINDER GUPTA)
JUDGE