

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

RSA No.2201 of 2015 (O&M)
Date of decision : 21.08.2015

Jaila and ors.

...Appellants

Versus

Avtar Singh and another

...Respondents

CORAM: HON'BLE MR. JUSTICE AMIT RAWAL.

1. Whether reporters of local newspapers may be allowed to see judgment ?
2. To be referred to reporters or not ?
3. Whether the judgment should be reported in the Digest ?

Present: Mr. R.P. Dhir, Advocate for the appellants.

AMIT RAWAL, J. (Oral)

Challenge in the present appeal is to the impugned judgment and decree passed by Lower Appellate Court, whereby suit for specific performance of agreement to sell dated 10.11.2005 filed by the respondent -plaintiff by ordering appellant-defendants to perform their part of contract, has been decreed and appellant-defendant has been called upon to execute and register the sale deed on payment of the balance sale consideration of ₹1,34,375/- within one month from the passing of the judgment and decree of the trial Court.

Mr. R.P. Dhir, learned counsel appearing on behalf of appellants-defendants submits that power of attorney given by the vendee

Avtar Singh did not pertain to the property in question which is situated at Village Barapur, Tehsil Balachaur, District Nawanshehar, therefore, this aspect has not been noticed by the Courts below and, therefore, Madan Lal as attorney could depose on behalf of Avtar Singh. He further submits that agent cannot depose about the knowledge which the principal had, therefore, both the Courts below have committed illegality and perversity. The appeal raises substantial questions of law for determination by this Court.

I have heard learned counsel for appellants.

It is a matter of record that execution of the agreement to sell dated 10.11.2005 has been admitted by the defendants. The date of execution & registration of the agreement was also extended. Madan Lal had appeared on the date fixed for execution and registration of the sale deed before office of Sub Registrar but defendants did not appear. The power of attorney is General Power of Attorney which authorised Madan Lal to depose on behalf of Principal, is, general in nature. Since agreement to sell had been admitted by the defendant, the argument that the power of attorney did not envisage the power with regard to the property agreed to be purchased, is wholly fallacious.

Both the Courts below have rendered finding of fact after appreciation both oral and documentary evidence, much less, no substantial question of law arises for the adjudication of the present appeal.

Accordingly, appeal is dismissed.

21.08.2015

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**(AMIT RAWAL)
JUDGE**