

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

-:-

R.S.A No. 252 of 2015 (O&M)

Decided on : January 21, 2015

Gurwinder Singh @ Kaku & Anr.

... Appellants.

Versus

Ajit Singh

... Respondent

CORAM : HON'BLE MR.JUSTICE MAHAVIR S. CHAUHAN

Present : Mr. Vishavjeet Singh, Advocate, for the appellant.

Mahavir S. Chauhan, J. (Oral)

Heard.

Judgment/decreed dated 15.10.2014 passed by the learned Additional District Judge, Fast Track Court, Ludhiana ('first appellate Court' – for short) affirming judgment/decreed dated 27.03.2014 passed by learned Civil Judge (Junior Division), Ludhiana, ('trial Court' – for short) decreeing the suit for specific performance of the agreement to sell dated 22.03.2006, is under challenge in this appeal being brought by the defeated-defendants.

I have heard learned counsel for the appellants.

Learned counsel for the appellants argued that signatures of the appellants were obtained by the respondent on blank papers and those papers have been converted by the plaintiff-respondent into the agreement to sell in question and as such the said agreement cannot be specifically enforced.

However, it comes out from the records that the agreement to

sell dated 22.03.2006 has been proved on record by the plaintiff-respondent by examining himself as PW-1 besides examining the attesting witnesses, namely, Kuldeep Singh PW-2 and Bhupinder Singh PW-3 as also PW-4 Barinder Kumar son of Sadhu Ram Kailen, a stamp vendor.

Plea put forth on behalf of the appellants in the written statement and during the course of arguments is that their signatures were obtained on blank papers. However, the appellants are not shown to have filed a complaint against the plaintiff-respondent with the police or with the civil authorities nor they are shown to have approached Court of Law for retrieving those blank signed papers from the plaintiff-respondent or to restrain their misuse by him. Even otherwise, it is quite improbable and unbelievable that in the modern times a sane person would append his signatures on blank papers and then would not take steps to retrieve those blank papers. Further, as noticed by the Courts below the agreement, Exhibit P/5, bears signatures of the vendors on six pages at different places which indicates that signatures were put at the end of the writing. This also rules out the possibility of signing of blank papers by the appellants.

In view of the above, coupled with the fact that this appeal is not shown to involve any question of law, much less a substantial one, I regret my disinclination to interfere with the concurrent and pure findings of fact recorded by the Courts below.

Dismissed.

No costs.

January 21, 2015
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[Mahavir S. Chauhan]
Judge