

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

**C.M. NO.833 C OF 2015 &**

**R.S.A. NO.323 OF 2015**

**DATE OF DECISION: DECEMBER 03, 2015**

**Ram Kaur through L.Rs**

**.....Appellants**

**VERSUS**

**Jagbir Singh**

**....Respondent**

**CORAM:- HON'BLE MR.JUSTICE AUGUSTINE GEORGE MASIH**

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

**Present: Mr. Namit Gautam, Advocate,  
for the appellants.**

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**AUGUSTINE GEORGE MASIH, J. (ORAL)**

Challenge in this appeal is to the judgement and decree dated 02.04.2011 passed by the Additional Civil Judge (Senior Division), Ferozepur, by which the suit for specific performance for an agreement to sell dated 15.10.2007 for land measuring 16 kanals alongwith half share of 5 H.P. Electric motor situated in village Satiya Wala, Tehsil and District Ferozepur has been decreed and the appeal preferred against the said judgement and decree dismissed by the Additional District Judge, Ferozepur, on 28.08.2014.

It is the contention of learned counsel for the appellants that the respondent-plaintiff should have proved the agreement to sell and payment of earnest money in accordance with law and, therefore, in the absence of

any evidence led by the appellant-defendant, the onus was upon the respondent-plaintiff to establish his claim, which he has failed to do so and, therefore, the judgements and decree passed by the Courts below cannot sustain and deserve to be set-aside.

I have considered the submissions made by learned counsel for the appellants and with his assistance have gone through the impugned judgements but do not find any merit in the same.

As per the evidence led by the respondent-plaintiff, he has been able to prove the due execution of the agreement to sell alongwith payment of earnest money. He has not only appeared himself but has also produced the marginal witness to the agreement to sell and the typist who had typed the agreement to sell. The evidence, as led by the respondent-plaintiff, cannot be said to be of such a nature, which could not have been relied upon by the Courts to conclude that indeed an agreement to sell was duly executed. It would not be out of way to mention here that despite various opportunities having been granted to the appellant-defendant to lead her evidence, she has chosen not to do so and, thus, she having failed to prove/establish that the alleged agreement to sell was a result of fraud, the findings as recorded by the Courts below do not call for any interference by this Court.

Both the Courts below have returned concurrent findings after properly appreciating the pleadings and evidence brought on record by the parties and the same cannot be interfered with as there is no perversity or illegality in the same.

No substantial question of law is involved in the present appeal.

Therefore, finding no merit in the present appeal, the same stands dismissed.

**R.S.A. NO.323 OF 2015 (O&M)**

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Since the main appeal stands dismissed, C.M. No.833 C of 2015, for staying the operation/execution and implementation of the impugned judgement and decree dated 02.04.2011 is also dismissed.

**December 03, 2015  
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**( AUGUSTINE GEORGE MASIH )  
JUDGE**