

IN THE HIGH COURT FOR THE STATES OF PUNJAB AND HARYANA AT
CHANDIGARH

RSA No.3877 of 2015 (O&M)

Date of Decision.17.12.2015

Gurmukh Singh and another

.....Appellants

Vs.

Jai Dayal (since deceased) through LRs and others

.....Respondents

Present: Mr. Deepak Manchanda, Advocate
for the appellants.

CORAM:HON'BLE MR. JUSTICE K. KANNAN

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

-. -

K. KANNAN J. (ORAL)

1. Delay of 96 days in filing and 568 days in refiling the appeal is condoned.

2. The defendants are the appellants. The plaintiffs are the representatives of deceased Jai Dayal who held an agreement of sale executed by defendants on 21.05.2003 undertaking to sell the property of the extent of 24 kanals 3 marlas @₹2 lacs per acre. The agreement recited an earnest money of ₹3 lacs as having been paid and the balance was to be paid within a stipulated period. The plaintiffs contended that defendants did not abide by the terms in spite of the fact that the plaintiffs were ready and willing and filed the suit for enforcement of the agreement. The defendants' plea was that the plaintiff's near relative was a commission agent with whom the defendants had dealings and the signatures were taken on blank papers which had been misused by filling up recitals of agreement of sale. The plaintiff examined the

parties connected to the document as witnesses and the Court found the plea by the defendants that the recitals were spaced out differently could not be accepted. The Court found that the spacing was regular and there was nothing artificial about it. The Court made observation that the defendants were literate persons who could not have simply signed up in blank documents and left it in the hands of the plaintiff or his relative. On the assessment by the Court below that the document had been adequately proved, it proceeded to grant the decree.

3. There is literally nothing brought out in second appeal to assail the judgment except to state that the Courts below had admitted to the dealings which the defendants had with the plaintiff's relative and the Courts below must have also seen that the recitals had not been uniformly spaced but they had been written in such a way as to fill up the blank document. I cannot make such an assessment or bring a comparison at the second appellate stage if the two Courts below were convinced that there was nothing artificial about the document which was propounded by the plaintiff, I find nothing substantial as point of law raised for interference in the second appeal.

4. The second appeal is dismissed.

(K. KANNAN)
JUDGE

December 17, 2015
Pankaj*