

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

Regular Second Appeal No.1393 of 2014 (O&M)
Date of decision: 14.08.2015

Vakar-Ur-Rehman Jamali

... Appellant

versus

Surender Singh and others

.... Respondents

CORAM: HON'BLE MR. JUSTICE K. KANNAN

Present: None.

K.Kannan, J. (Oral)

1. There is no representation for the appellant when the matter is called. The case has been filed on 11.02.2014 and I notice that for the last about 4 hearings, the counsel has only been taking time to argue. Since the duty to frame a substantial question for consideration for an admission and notice is on the court, I have proceeded to examine the papers and dispose of the appeal on the following terms.

2. The suit was for specific performance of an agreement of lease executed by the defendant in favour of the plaintiff. The defendant's contention was that he had never executed any lease, he did not receive ₹1 lakh as stated in the instrument and that further, he did not receive the notice which was said to have been issued before the institution of the suit. There was also a legal plea taken that the agreement is unregistered and, therefore, not enforceable.

3. At the trial, the plaintiff gave evidence to the effect that after taking possession of the property, he had spent considerable sums to the tune of about ₹20 lakhs for further operations in the land measuring about 6 acres 6 kanals and the plaintiff produced witness to show that he had been put in possession pursuant to the agreement of lease. It was also brought out in evidence that there were proceedings before the Executive Magistrate under Section 145 Cr.P.C. for protection of possession. The denial of execution of the agreement was found to be not bona fide in the suit. The appellate court confirmed the same in appeal and also observed that a lease deed which was for year to year, the document does not require registration and since document itself was for specific performance of execution of agreement, the document did not require to be registered. I find there is nothing substantial for reversal of the judgment, for, denial of execution of agreement has been dealt with by the two courts below and the courts have taken a view that there was ample oral evidence to support what the document contained and the plea of non-execution was not true.

4. There is nothing substantial for an intervention in the second appeal. Second appeal is dismissed.

(K.KANNAN)
JUDGE

14.08.2015
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