

RSA No. 1467 of 2014 (O&M)

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

RSA No. 1467 of 2014 (O&M)

Date of Decision: August 31, 2015

Harbir (Deceased) through his LRs

...Appellant

Versus

Ashok Manchanda & another

...Respondents

CORAM: HON'BLE MR. JUSTICE AUGUSTINE GEORGE MASIH

Present: Mr. Manoj Kumar Sood, Advocate
for the appellant.

Mr. Johan Kumar, Advocate
for the respondents.

AUGUSTINE GEORGE MASIH, J. (Oral):

This Regular Second Appeal has been preferred by the appellant-defendant who is assailing the judgment and decree dated 07.06.2012 passed by the Additional Civil Judge (Senior Division), Faridabad, whereby, the suit for a decree for specific performance of agreement to sell dated 19.05.2009 which was registered on 20.05.2009, in respect of agricultural land measuring 4 Kanals and 3 Marlas which is 25/120th share of total land measuring 19 Kanals 20 Marlas, situated within the revenue estate of village Chhainsa, Tehsil Ballabgrah, District Faridabad, has been decreed and the appeal preferred by the defendant, stands dismissed.

It is the contention of the counsel for the appellant-

defendant that the appellant-defendant never intended to sell his agricultural land. In fact, he had taken a loan of ₹7,10,000/- which he had promised to return to the respondent-plaintiffs and on that pretext, some documents were executed and he had signed some blank papers. He has referred to the statements of appellant-defendant who appeared as DW-3 and two other witnesses, namely, Chander Pal Singh (DW-1) and Rajuddin (DW-2) who had supported the assertion of the appellant-defendant that an amount of ₹7,10,000/- was borrowed. He contends that the finding as has been recorded by the Courts below that the agreement to sell had been entered into between the appellant-defendant and the respondent-plaintiff, thus, cannot be accepted in the light of the statements given by the witnesses of the respondent-plaintiffs.

I have considered the submissions made by the counsel for the appellant-defendant and have gone through the judgments passed by the Courts below.

The agreement to sell dated 19.05.2009 was duly executed by the appellant-defendant which was registered on 20.05.2009. It has come in evidence that at the time of execution of the sale deed and at the time of registration of the agreement to sell, the documents were read-over and on hearing the said documents, appellant-defendant had put his signatures. He had himself appeared in the office of the Sub-Registrar on 20.05.2009 and he had also appeared before the Camera where his photo is also affixed

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on the agreement to sell. The plea, thus, of the appellant-defendant that his signatures were obtained on blank papers or that he was not aware of the documents on which his signatures were taken, cannot be accepted. This negates the stand of the appellant-defendant that he had take a loan.

Both the Courts below have returned concurrent findings after properly appreciating the evidence 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 which requires consideration of this Court. Therefore, finding no merit in the present appeal, the same stands dismissed.

August 31, 2015

Harish

**(AUGUSTINE GEORGE MASIH)
JUDGE**