

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

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Regular Second Appeal No.1916 of 2014 (O&M)

Date of Decision: November 19, 2015

Karam Singh

...Appellant

Versus

Ranjit Kaur

...Respondent

CORAM: HON'BLE MR. JUSTICE AUGUSTINE GEORGE MASIH

Present: Mr. Avtar S. Khinda, Advocate
for the applicant-appellant.

AUGUSTINE GEORGE MASIH, J. (ORAL)

Challenge in this appeal is to the judgment and decree passed by the Additional Civil Judge (Senior Division), Kapurthala, dated 21.04.2012, whereby the suit filed by the respondent-plaintiff for possession by way of specific performance of an agreement to sell dated 04.01.2007 in respect to the property which has been detailed in the head note of plaint, for a sale consideration of ₹1,00,000/- after adjustment of an amount of ₹65,000/- paid as earnest money at the time of the execution of the agreement to sell, has been decreed, appeal against which preferred by the appellant-defendant stands dismissed by the Additional District Judge, Kapurthala, on 10.12.2013.

2. It is the contention of learned counsel for the appellant-defendant that the Courts below have overlooked the fact that although the signatures have been obtained of the appellant-defendant on the documents but it was not an agreement to sell, rather the said signatures were obtained on blank papers, which were taken as he had obtained loan of ₹30,000/- from Balkar Singh husband of the respondent-plaintiff. He asserts that mere admission of signatures on the agreement to sell by the

appellant-defendant cannot be taken against him, specially when he has asserted that the agreement to sell was a forged and fabricated document. He, thus, contends that the findings recorded by the Courts below cannot sustain and deserve to be set aside.

3. I have considered the submissions made by learned counsel for the appellant and have gone through the impugned judgments.

4. The contention of learned counsel for the appellant-defendant that the agreement to sell was not executed by him cannot be accepted in the light of the fact that not only on the front side of the agreement to sell are the signatures of the appellant-defendant but the time to execute the sale deed was also extended and writing to that effect was on the backside of the agreement, where again the signatures of the appellant-defendant have been admitted. At the initial stage, when the signatures were obtained of the appellant-defendant on the front side of the papers, it could not have been anticipated that there could be subsequent requirement of signatures on the backside of the agreement to sell as well. Further the due execution of an agreement to sell as also the extension of time to execute the sale deed have been duly proved by the respondent-plaintiff on the basis of the evidence which has been brought on record. The findings, thus, recorded by the Courts below, cannot be said to be not in consonance with law or that there is some illegality therein.

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

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

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

7. In the light of the dismissal of the appeal, the application for stay i.e. CM No.4694-C of 2014, stands disposed of as infructuous.

November 19, 2015

Puneet

(AUGUSTINE GEORGE MASIH)

JUDGE