

IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

RSA No. 4756 of 2015 (O&M)
Date of Decision : 05.11.2015

Subhash

....Appellant

Versus

Ramji Lal

....Respondent

CORAM: HON'BLE MR. JUSTICE SURINDER GUPTA

Present: Mr. S.P. Yadav, Advocate
for the appellant.

Surinder Gupta, J. (Oral)

Heard.

This Regular Second Appeal has been filed by plaintiff-appellant (Subhash) against judgments and decrees of the Courts below whereby in the suit for specific performance of agreement dated 01.08.2008, he was allowed alternative relief of recovery of earnest money with interest @ 12% per annum from the date of execution of the agreement.

In brief, case of the plaintiff-appellant is that the defendant-respondent executed agreement dated 01.08.2008 to sell his land measuring 4 *kanals* and 13 *marlas* for a sale consideration of ₹1,86,000/- and received ₹97,000/- as earnest money. The date for execution of the sale deed was fixed as 01.02.2009.

The defendant-respondent denied execution of the agreement and alleged that he had borrowed a sum of ₹70,000/- from the plaintiff-appellant on 01.08.2007 @ 2% per month as interest. An amount of ₹86,800/- was calculated after including the amount of interest on 01.08.2008. On that date, writing to

return ₹86,000/- was scribed, however, by playing fraud and misrepresentation, the plaintiff fabricated agreement to sell dated 01.08.2008 in his favour.

The Court below took note of the fact that earlier the plaintiff-appellant had got executed agreement Ex. DW-2/A recorded at serial no. 202 dated 01.08.2007. In that agreement to sell, the sale consideration was mentioned as ₹86,000/- for land measuring 4 *kanals* 7 *marlas*. After one year, agreement dated 01.08.2008 was got executed wherein the earnest money paid was reflected as ₹97,000/- and total sale consideration was recorded as ₹1,86,000/-.

Admittedly, the plaintiff-appellant has not come up with any plea to explain the agreement Ex. DW-2/A got executed by him and this has rightly led the Court below to draw inference that there was a money transaction between the parties and to secure the money advanced to defendant-respondent the plaintiff-appellant had been getting the agreement to sell executed.

On perusal of paper-book and judgments of Courts below I find no legal or factual infirmity therein calling for any interference. No substantial question of law requiring determination arises in this appeal, which has no merit.

Dismissed.

November 05, 2015
jk

(SURINDER GUPTA)
JUDGE