

IN THE HIGH COURT OF PUNJAB & HARYANA, CHANDIGARH

RSA No. 2249 of 2014(O&M)
Date of decision : December 17, 2015

Tejinder Singh

..... Appellant

Versus

Jugraj Singh Gill

..... Respondent

CORAM: HON'BLE MR. JUSTICE AMIT RAWAL

Present:- Mr. K. S. Dhillon, Advocate
for the appellant.

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?

Amit Rawal, J (oral).
CM No.5445-C of 2014

This is an application under Section 151 CPC seeking condonation of delay in refiling the appeal.

For the reasons stated in the application, which is duly supported by an affidavit, delay of 199 days in refiling the appeal is condoned.

The application stands disposed of.

RSA No. 2249 of 2014(O&M)

The appellant-defendant is in Regular Second Appeal against the concurrent finding of fact whereby the suit for possession by way of specific performance of the agreement to sell dated 18.2.2002 in respect of a shop carved out of property No. EE-603 built on area measuring 2 Marlas 123 Sq.ft.situated at New

Railway Road, Jalandhar City has been decreed in favour of the respondent.

Learned counsel appearing on behalf of the appellant has strenuously argued that the agreement to sell had not been proved as it was a categorical stand that the agreement to sell was forged and fabricated.

The defendant never contracted to sell the property, therefore, there was no question that the plaintiff approached him to disclose name of the property as the property stood mortgaged with the Bank. Even a sum of ₹1,50,000/- as earnest money and the balance sale consideration of ₹10,50,000/- allegedly paid to the Bank, has not been proved. Both the courts below, thus, erroneously decreed the suit.

I have heard learned counsel for the appellant and appraised the paper book.

The respondent-plaintiff disputed the execution of the agreement to sell on record. A sum of ₹10,50,000/- which was agreed as per the terms and conditions of the agreement had been paid to the bank by plaintiff and a sum of ₹1,50,000/- were received as earnest money against a total sale consideration of ₹12 lacs. In essence, the payment for the entire amount has been proved. The appellant-defendant did not come forward to execute and register the sale deed. The appellant-defendant has failed to examine any expert to disprove/controvert his signatures on the agreement to sell. In essence, how and in what circumstances his signatures had crept in the stamp paper/agreement to sell, has not been proved by direct

and cogent evidence.

Keeping in view the aforementioned facts, I do not intend to differ with the finding rendered by both the courts below which is based on appreciation of oral and documentary evidence. I do not find any illegality or perversity in the aforementioned judgment and decree of the appellate court.

No substantial question of law arise for determination by this Court.

In view of what has been observed above, the appeal is devoid of merits, accordingly, the same is dismissed.

(AMIT RAWAL)
JUDGE

December 17, 2015
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