

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

RSA No. 2901 of 2014 (O/M)
Date of decision : 16.11.2015

Kusum Devi @ Kusum Lata

..... Appellant

Versus

Mohan Lal

..... Respondent

CORAM: HON'BLE MR. JUSTICE KULDIP SINGH

Present:- Mr. Vinod Bhardwaj, Advocate, for the appellant.

1. Whether the Reporters of local newspaper may be allowed to see the judgment ?
2. To be referred to the Reporter or not.
3. Whether the judgment should be reported in the digest ?

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KULDIP SINGH, J. (ORAL)

Impugned in the present regular second appeal is the judgment and decree dated 7.3.2014, passed by the learned District Judge, Narnaul, affirming the judgment and decree dated 3.7.2013, passed by the learned Civil Judge (Junior Division), Narnaul, vide which the suit of the plaintiff for specific performance of the agreement to sell dated 18.4.2007, was decreed and defendant was directed to get the sale deed registered in favour of the plaintiff within two months.

According to the case of the plaintiff, defendant executed

RSA No. 2901 of 2014 (O/M)

-2-

an agreement of sale regarding the suit land on 18.4.2007. The entire sale consideration of Rs. 1,25,000/- was paid to the defendant on the date of agreement itself and date of registration of the sale deed was fixed for 18.5.2007. However, the defendant did not execute the sale deed.

On the other hand, the stand of the defendant was that only Rs. 25,000/- were paid and the remaining amount of rupees one lac was to be paid later on, which has not been paid. The plaintiff was not ready and willing to get the sale deed executed and had never tried to pay balance sale consideration.

Both the Courts below have recorded concurrent findings that the entire sale consideration was paid and the decree was accordingly passed.

I have heard the learned counsel for the appellant and have also carefully gone through the file.

The perusal of the judgments of both the Courts below show that the only dispute between the parties was that whether the entire sale consideration was paid as recorded in the agreement (Ex.P1) or only Rs. 25,000/- were paid. The defendant had relied upon one of the attesting witness, who had claimed that only Rs. 25,000/- were paid. However, the plaintiff as well as her scribe had maintained that the entire sale consideration was paid. In the agreement, the entire sale consideration is recorded to have been

RSA No. 2901 of 2014 (O/M)

paid. Therefore, findings of facts have been recorded by both the Courts below that the entire sale consideration was paid. Therefore, no substantial question of law arises in the present appeal. Hence, the present appeal is dismissed.

(KULDIP SINGH)
JUDGE

16.11.2015
sjks