

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

RSA No.6022 of 2015(O&M)

Date of decision: December 09, 2015

Dharam Singh

... Appellant

Vs.

Ram Lal

... Respondent

CORAM: HON'BLE MR. JUSTICE SURINDER GUPTA

Present: Mr. I.S. Brar, Advocate
counsel for the appellant.

Surinder Gupta, J

Heard.

The plaintiff filed the suit for possession of house as fully described in the headnote of the plaint. His claim, in brief, is that vide agreement to mortgage dated 21.12.2002, he agreed to mortgage the suit property in favour of defendant-Dharam Singh for a sum of ₹1,30,000/- and received ₹1,25,000/- as earnest money. The regular mortgage deed was to be executed on 20.12.2004, on payment of remaining amount of ₹5000/-. The possession of the house was given to defendant, who failed to get the mortgage deed executed, rather, received the earnest money vide payment of ₹25,000/- on 30th August, 2008, ₹75,000/- on 15th September, 2008 and ₹25,000/- on 11th November, 2008. After receiving the earnest money, he sought 2-3 days time to vacate the house and remove his domestic articles, but later on failed to vacate the same.

The defendant-appellant contested the claim of plaintiff with the plea that he had not received even a single penny out of earnest money of ₹1,25,000/-. He also took the plea that on the repair of the house in

question, he has spent ₹2,00,000/- and sought protection of his possession under Section 53-A of Transfer of Property Act, 1882. The receipts dated 30th August, 2008, 15th September, 2008 and 11th November, 2008 were termed as false and fabricated documents.

Both the Courts below upheld the plea taken by the plaintiff about return of the earnest money. It was observed by learned Civil Judge (Senior Division) Faridkot that the receipts of return of earnest money were scribed by the defendant himself and bear his signatures, which he had identified. From his statement, the Court had drawn an inference that these receipts were executed on receipt of ₹1,25,000/-. After the receipt of earnest money, the status of defendant is that of licensee. The plaintiff was entitled to the relief of mandatory injunction, calling upon defendant to deliver the possession of the suit property to him.

On perusal of the judgements of both the Courts below, I find no legal or factual infirmity therein calling for any interference.

Learned counsel for the appellant could not point out that findings of Courts below are based on misreading of evidence or no evidence.

No substantial question of law requiring determination arises in this appeal, which has not merits.

Dismissed.

December 09, 2015

deepak/jv

(Surinder Gupta)
Judge