

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

**RSA No.6152 of 2015 (O&M)
Date of decision: 17.12.2015**

Udaivir Singh

...Appellant

Vs.

M/s Holi Builders Pvt. Ltd.

... Respondent

CORAM: HON'BLE MR. JUSTICE AMIT RAWAL

1. Whether reporters of local newspapers may be allowed to see judgment?
2. To be referred to reporters or not?
3. Whether the judgment should be reported in the Digest?

Present:- Mr. Suman Jain, Advocate
for the appellant.

Mr. Shailendra Jain, Senior Advocate with
Mr. Tanmoy Gupta, Advocate
for the respondent.

AMIT RAWAL J. (Oral)

Appellant-defendant is in Regular Second Appeal against the concurrent findings of facts and law, whereby, the suit for specific performance of the agreement to sell dated 25.11.2005 in respect of land measuring 16 kanals 14 marlas, has been decreed and the appellant-defendant has been called upon to execute and register the sale deed on receipt of the balance sale consideration.

Mr. Suman Jain, learned counsel appearing on behalf of the appellant-defendant submits that Ramji Lal Verma, who had allegedly been authorized by way of a resolution dated 25.11.2005, did not have power or authority to file the suit nor had any authority to bring cash on the stipulated date of execution and registration of the

sale deed. He further submits that it is the only land owned by the appellant-defendant and great hardship would be caused, in case, the judgment and decree granting the relief under Section 20 of the Specific Relief Act, is not set aside. He further submits that specific issue No.3 was framed in this regard but both the Courts below have erroneously rendered the findings against the appellant-defendant.

Mr. Shailendra Jain, learned Senior Advocate assisted by Mr. Tanmoy Gupta, Advocate submits that resolution has been passed in the meeting dated 25.11.2008 of board of directors. The contents of the resolution empowers Ramji Lal Verna to file a suit, necessary documents, affidavit and defend in legal proceedings. Such powers would include the filing of the suit. Such objection in this regard is hyper technical. Appellant-defendant had denied the execution of the agreement to sell and the story coined by them that agreement is in respect of advancement of loan, no evidence in this regard has been led. However, had it been loan transaction and the same was required to be discharged, thus, there is no illegality and perversity in the impugned judgments and decrees of the Courts below.

I have heard learned counsel for the parties and appraised the impugned judgments and decrees of the Courts below.

The plea that appellant-defendant signed agreement as a security in lieu of the loan, is not sustainable as the appellant-defendant failed to discharge the burden, therefore, it could not be rebutted by the respondent-plaintiff. Vis-a-vis authority/locus standi of

Ramji Lal Verma to file the suit, I have gone through the resolution which empowers him to do all the acts which are necessary to be done on behalf of the appellant in respect of agricultural land. Vis-a-vis hardship, I am of the view that appellant is debarred to take such plea, where, the Courts below have exercised the powers under Section 20 of the Specific Relief Act. The stipulated date for execution and registration of the sale deed was 22.05.2006 and the suit has been filed on 02.06.2006, thus, readiness and willingness on the part of the respondent-plaintiff has been proved.

Keeping in view the aforementioned observations, I do not intend to differ with the findings rendered by both the Courts below, based upon the appreciation of oral and documentary evidence, much less, no substantial question of law arises for adjudication of the present appeal.

Accordingly, the same is hereby dismissed.

(AMIT RAWAL)
JUDGE

December 17, 2015
savita