

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

RSA No.3696 of 2014 (O&M)

Date of decision:26.11.2015

Wahid and others

... Appellants

Vs.

Gulab Singh

... 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. V.B.Aggarwal, Advocate, for the appellants.

AMIT RAWAL J. (Oral)

Appellant-defendants are in Regular Second Appeal against the concurrent findings of facts and law, whereby, the suit for possession by way of specific performance of the agreement to sell dated 11.09.2002, in respect of land measuring 7 kanals, has been decreed by both the Courts below.

Mr. V.B.Aggarwal, learned counsel appearing on behalf of the appellant-defendants submits that against total sale consideration of ₹4,37,500/-, an earnest money of ₹3 lacs had been paid, thus, the plea in view of the ratio decidendi culled out by this Court in **Suresh Singla vs. Phool Pati and another** 2012(4) Civil Court Cases 122(P&H) taken in the written statement that it was loan

transaction, had been duly proved but this fact has been ignored by both the Courts below, thus, there is illegality and perversity in the findings rendered by both the Courts below.

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

It is a categorical case of the respondent-plaintiffs that a legal notice dated 14.08.2003 was also sent. Thereafter, appellant had been postponing the matter for execution of the sale deed, ultimately, the plaintiff was constrained to file suit on 26.05.2005. Since the appellants have denied the agreement to sell, therefore, plea of readiness and willingness is/was not available. The ratio culled out by this Court in **Suresh Singla's case (supra)** is as per the terms and conditions of agreement in the instant case, amount of ₹3,50,00/- was liable to be paid, but in the cited case, earnest money was not paid. Earlier it was ₹50,000/-, thereafter, another amount was paid which ultimately swelled to ₹3 lacs. Thus, in my view, both the Courts below rightly exercised the discretionary powers under Section 20 of the Specific Relief Act by calling upon the appellants to execute the sale deed.

In view of 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 appeal is dismissed.

(AMIT RAWAL)
JUDGE

November 26, 2015
savita