

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

**RSA No.381 of 2014 (O&M)
Date of decision: 09.12.2015**

Subhan Khan

... Appellant

Vs.

Mohammad Abbas and another

... Respondents

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. Adarsh Jain, Advocate
for the appellants.

AMIT RAWAL J. (Oral)

C.M.No.870-C-2014

For the reasons stated in the application, duly supported by an affidavit, delay of 1178 days in re-filing the appeal, is condoned.

C.M. stands disposed of.

RSA No.381 of 2014 (O&M)

The appellant-defendant is in Regular Second Appeal against the concurrent findings of facts and law, whereby, the suit seeking specific performance of the agreement to sell dated 15.12.2003, has been decreed and he has been called upon to execute and register the sale deed on receipt of the balance sale

consideration.

Mr. Adarsh Jain, learned counsel appearing on behalf of the appellant-defendant submits that both the Courts below have committed illegality and perversity in decreeing the suit, inasmuch as the respondent-plaintiffs have failed to prove the readiness and willingness as per the provisions of Section 16(c) of the Specific Relief Act. In essence, while deciding issues, there is no adjudication on issue No.3 and all the issues have been clubbed together, yet the Courts below rendered the findings, therefore, the discretion under Section 20 of the Specific Relief Act in favour of the respondent-plaintiffs was not required to be exercised.

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

The agreement to sell dated 15.12.2003 was executed between the parties to the lis. Appellant-defendant in the written statement has come with a plea that he never executed the agreement to sell but no evidence has been led to disprove the signatures/thumb impressions on the agreement to sell, much less, no complaint has been lodged with regard to alleged misrepresentation, fraud and deceit. Against the total sale consideration of ₹1,50,000/-, a sum of ₹1,00,000/- has been received. Respondent-plaintiffs have examined the attesting witness, as well as, scribe, who is none else but an advocate. Nothing

surfaced in the cross examination. There is a specific pleading in the plaint with regard to readiness and willingness and evidence is also in the same lines.

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 appeal is dismissed.

(AMIT RAWAL)
JUDGE

December 09, 2015
savita