

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

RSA No.904 of 2015 (O&M)

Date of decision : 08.09.2015

Jagtar Singh

...Appellant

Versus

Ajit Singh (through LRs)

...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. Ranjan Lakhanpal, Advocate for the appellant

AMIT RAWAL, J. (Oral)

The appellant-defendant has challenged the concurrent findings of facts, whereby suit for possession through specific performance of agreement to sell dated 04.12.2000 in respect of land measuring 3 bighas 0 biswas has been decreed and the appellant-defendant had been called upon to execute the sale deed on receipt of balance sale consideration.

Mr. Ranjan Lakhanpal, learned counsel appearing on behalf of appellant-defendant submits that appellant-defendant had denied the execution of agreement to sell. He further submits that respondent-plaintiff had obtained the signatures on blank stamp papers, which was actually for loan transaction and not for sale of land, aforementioned.

During the course of evidence, agreement to sell dated 14.06.1999 alleged to be executed by the defendant, in the same fashion, was said to be proved on record but objected, to on ground of, want of specific pleadings. Against the total sale consideration of ₹2,50,000/-, an earnest money of ₹2,00,000/- alleged to have been received. He further submits that the respondent-plaintiff did not appear before the Registrar on the target date i.e. on 3.12.2001 and the suit was filed on 01.08.2002, thus, Courts below have erroneously exercised discretion under Section 20 of the Specific Relief Act, therefore, there is illegality and perversity in the impugned judgment and decree, as the aforementioned facts have not been noticed, therefore, the appeal involves substantial questions of law to be determined by this Court.

I have heard learned counsel for the appellant and appraised the paper book.

Preceding to the filing of the suit, legal notice dated 15.07.2002 was sent by the respondent-plaintiff to the appellant-defendant. Had it been loan transaction, nothing prevented the appellant to rebut vide reply to legal notice. Absence of reply to the legal notice, has closed the shutters for appellant-defendant and a different story has, for the first time been coined in written reply.

Be that as it may. Even during the trial, agreement to sell and as well as receipt of the earnest money had been proved through the testimony of the attesting witnesses and scribe. Both witnesses have undergone extensive cross-examination but nothing contrary surfaced and, therefore, the story of alleged loan transaction has not been proved, by leading a direct

and cogent evidence. It is settled law that where appellant-defendant denied the execution of agreement to sell, he cannot be permitted to take the plea of readiness and willingness in view of law laid down by *Sita Ram & ors. Vs. Radhey Shyam*, 2007(4) RCR (Civil) 533.

I do not find any illegality and infirmity in the impugned order, whereby suit for specific performance of agreement to sell dated 04.12.2000 has been decreed, much less, no substantial question of law arises for adjudication of the present appeal.

Accordingly, the appeal is dismissed.

08.09.2015

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**(AMIT RAWAL)
JUDGE**