

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

**R.S.A No. 5222 of 2014 (O&M)**

**Date of decision:- 18.05.2015**

Jeet Ram

...Appellant

Versus

Sukhdev Singh Bhoria

...Respondent

***CORAM: HON'BLE MS. JUSTICE RITU BAHRI***

Present:- Mr. Harbhagwan Singh, Sr. Advocate with  
Mr. Dinesh Sharma, Advocate  
for the appellant.

Mr. Raghuvinder Singh, Advocate  
for the respondent

1. To be referred to the Reporters or not?
2. Whether the judgment should be reported in the Digest?

**RITU BAHRI J.**

The present regular second appeal is directed against the judgment and decree dated 14.08.2014 passed by Addl. District Judge, Ambala whereby the judgment and decree dated 20.01.2011 passed by the Addl. Civil Judge (Sr Divn.) Ambala was upheld whereby the suit of the plaintiff/respondent (herein after to be referred as 'the respondent') was decreed.

Brief facts of the case put forth by the respondent is that he is permanent resident of H. No. 48, Azad Nagar, near Industrial

Area, Ambala Cantt. He was employed in State Bank of India and was retired from service on 31.03.2001 and about a sum of Rs.15,00,000/- was received by the respondent as service benefit at the time of retirement. The appellant was performing the tantrik chowki adjacent to the house of Sukhdev Singh. The appellant pressured the respondent that he should purchase the land measuring 4 acres out of 12 acres of land belonging to Sh. Bal Krishan and Shashi Bala. Thereafter, appellant asked the respondent to pay Rs.7,55,000/- for earnest money to be paid to the owners i.e Sh. Bal Krishan and Shashi Bala and the respondent paid the above said amount vide Bank draft No. 280688 dated 05.02.2002 for Rs.7,55,000/- issued by State Bank of India, Industrial Area, Ambala Cantt payable at Yamuna Nagar and the above said amount was debited in the Saving Bank account No. 2020 of the respondent with the Bank. The appellant promised and assured that the land will be purchased in the name of the respondent. Thereafter, the respondent again gave Rs.6,50,000/- for execution and registration of the sale deed, vide bank draft No. 1005507256 dated 09.02.2002 issued by State Bank of India, Ambala Cantt payable at Yamuna Nagar favouring the appellant and the bank debited the above said amount in the account of the respondent with the bank. The appellant encashed the above draft from the bank and purchased

the land measuring 103 kanals 04 marlas situated in village Fatehpur, Tehsil Jagadhari, District Yamuna Nagar, vide sale deed dated 28.02.2002 from Sh. Bal Krishan and Shashi Bala and got the sale deed executed in his favour and in favour of his wife Jaswanti Devi and his sons Manoj Kumar and Shiv Kumar. However, the respondent came to know later on about this fact and further that the mutation had also been executed on 23.02.2002 in favour of the appellant. The respondent requested the appellant several times either to return his money or get the land mutated in his favour but later on the appellant again purchased the land measuring 68K 14 M from Janki Devi and got the sale deed executed and registered in his favour and in favour of his wife and sons on 05.06.2003. Thereafter, respondent gave a complaint to the police for taking action against the appellant and a complaint under Section 406/420/506 IPC was registered against the appellant and F.I.R was also registered against him, vide F.I.R No. 49 dated 27.02.2002.

Both the Courts below decreed the suit of the respondent and with regard to point of jurisdiction, it was held that the Court at Ambala had the jurisdiction to try the suit, in view of the law laid down in case titled as ***Delhi Automobiles vs. Smt Trishala jain and others 1982 PLR 725 and Rajasthan State Electricity Board and***

***others vs. M/s Dayal Wood Works AIR 1988 A.P 381.***

In the cross examination of appellant/D.W.4 Jeet Ram, he stated that on 05.02.2002, he had given an amount of Rs.7,55,000/- to the respondent while on 09.02.2002, he has given remaining amount of Rs.6,50,000/- to the respondent. Thus, there are contradictions in two stands i.e in the written statement and as stated by him while appearing as D.W.4. The appellant has not examined any witness to the effect that the said money was ever handed over to the respondent by the appellant, thus the stand taken by the appellant in the written statement that he had paid in cash amount in question to the respondent was not accepted. It was rightly held by the trial Court that the respondent has issued two bank drafts in favour of the appellant, which was encashed in his accounts, and thereafter, the respondent was held entitled to recover the said amount along with interest.

Learned counsel for the appellant has argued that the suit could not be filed at Ambala as the jurisdiction to entertain the suit was at Jagadhari. This argument is liable to be rejected in view of ***Delhi Automobiles's case (supra).***

Once the respondent has proved that the he had given the amount to the appellant, vide two bank drafts and the appellant had

encashed the same and purchased the property from that amount, the respondent was rightly held entitled to recover the amount

Accordingly, the judgments passed by both the Courts below, calls for no interference by this Court. No substantial question of law arises for adjudication by this Court.

Accordingly, appeal is dismissed.

May 18, 2015

G Arora

( ***RITU BAHRI*** )  
***JUDGE***