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

**RSA No.823 of 2014 (O&M)
Date of Decision: 20.10.2015**

BALWINDER SINGH

.....Appellant

Vs

AMRIK SINGH

.....Respondent

CORAM: HON'BLE MR. JUSTICE RAJ MOHAN SINGH

Present: Mr. Sunny K. Singla, Advocate
for the appellant.

- 1. *Whether Reporters of local papers may be allowed to see the judgment ?***
- 2. *To be referred to the Reporters or not ?***
- 3. *Whether the judgment should be reported in the Digest?***

RAJ MOHAN SINGH, J.(Oral)

CM-1842-C-2014

For the reasons mentioned in the application, delay of 80 days in filing the appeal is condoned.

Application stands disposed of.

RSA No.823 of 2014 (O&M)

[1]. Defendant has filed this appeal against the judgment and decree dated 23.07.2013 passed by District Judge, Sangrur vide which judgment and decree dated 01.10.2011 passed by Civil Judge (Jr. Divn.), Malerkotla has been upheld and suit for specific performance filed by the plaintiff-respondent stood decreed.

[2]. Plaintiff filed suit for specific performance on the basis of

agreement to sell dated 05.02.2005 (Ex.P-1) in respect of 3 *Bighas* 17 *Biswas* of land being 1/20th share of 77 *Bighas* of land at the rate of Rs.50,000/- per Bigha for a total sale consideration of Rs.1,92,500/-. An amount of Rs.52,000/- was paid as earnest amount and remaining amount was to be paid on or before the target date which was fixed as 05.03.2006. Plaintiff has also prayed alternate relief in the form of double of the earnest amount along with interest.

[3]. Plaintiff in his evidence has produced attesting witnesses namely Raghbir Singh and Rajinder Singh, PW-1 and PW-2 respectively, besides examining Pawan Kumar, Deed Writer as PW-3.

[4]. Plaintiff also got his presence marked before the Sub-Registrar, Amargarh in token of his readiness and willingness to perform his part of contract and thereafter filed the suit promptly on 15.06.2006 which itself shows that plaintiff remained ready and willing to perform his part of obligation.

[5]. On the other hand, defendant took the plea of loan of Rs.40,000/- which was taken from the plaintiff and agreement to sell is claimed to be a security document in pursuance thereto.

[6]. Plaintiff has proved the execution of agreement to sell Ex.P-1. The defendant has not adduced any evidence to show that the agreement to sell was executed as a security document, nor the defendant could prove the alleged fact of taking loan from the

plaintiff.

[7]. Both the Courts below have concurrently appreciated the evidence on record to conclude that the agreement to sell is duly proved on record. Once the agreement to sell is duly proved on record and the defendant could not bring out any of the exceptions under Section 20 of the Specific Relief Act, normal course is to execute the agreement in the form of execution of sale deed. Even if the plaintiff has prayed for alternate relief, the Court is not bound to grant it where execution of agreement to sell is proved lawfully. It could not be shown as to how the findings recorded by the Courts below are perverse or the result of any misreading of evidence.

[8]. Resultantly, no law point worth consideration is involved in this case, consequently finding no merit in this appeal. the same is accordingly dismissed.

October 20, 2015
Atik

(RAJ MOHAN SINGH)
JUDGE