

IN THE HIGH COURT OF JUDICATURE AT PATNA
Second Appeal No.178 of 2014

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1.(i) Draupdi Kuer, wife of Late Chandeshwar Singh
(ii) Sangita Kuer @ Sangita Devi, wife of Late Subash Singh
(iii) Ashutosh Kr. Singh, Son of Late Subash Singh
(iv) Archana Kuer @ Archana Devi, Wife of Late Abhay Singh
(v) Prithibiraj Singh (Minor), Son of Late Abhay Singh
All resident of Village Ram Sahar, P.S.- Barhara, District- Bhojpur

.... Appellant/s

Versus

Rup Sagar Singh, son of Deo Dayal, resident of Village- Ekauna, P.S.-
Barhara, District- Bhojpur.

.... Respondent/s

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Appearance :

For the Appellant/s : Mr. Kundan Bahadur Singh, Advocate
Mr. Uday Kumar, Advocate
For the Respondent/s : Mr. Abbas Haider, Advocate

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CORAM: HONOURABLE MR. JUSTICE V. NATH
ORAL ORDER

6 06-10-2016 Heard Mr. Kundan Bahadur Singh, learned counsel
appearing for the appellants. Mr. Abbas Haider, learned counsel
for the respondent is also present.

The plaintiff is the appellant in this appeal against the
judgment and decree dismissing the suit for Specific Performance
of Contract.

The plaintiff filed the suit for Specific Performance
of Contract against the defendant. The defendant contested the
assertions of the plaintiff and denied the agreement as propounded
by the plaintiff. Both the courts below have come to the
concurrent finding of fact that the plaintiff has failed to establish
the legality and validity of the agreement for sale, which is said to

have been executed by the defendant in favour of the plaintiff with regard to the suit land. The suit was dismissed and thereafter the appeal has also been dismissed by the impugned judgment and decree.

Mr. Kundan bahadur Singh, learned counsel appearing for the appellant has submitted that both the courts below have not properly considered the evidence adduced by the plaintiff-appellant and, therefore, the findings are vulnerable. It has been contended that the issue with regard to the legality and validity of the agreement for sale was the crucial issue between the parties and, therefore, the interpretation of the said document of agreement for sale may raise a substantial question of law. It has been also pointed out by the learned counsel that the defendant has admitted that he entered into an agreement with the plaintiff with regard to the village land and there was also no reason or explanation on behalf of the defendant as to why the title deed for a suit land was handed over to the plaintiff.

After considering the submissions and perusal of the judgments of both the courts below, it is evident that both the courts below after the scrutiny of evidence have come to the concurrent finding of fact that the agreement, as propounded by the plaintiff for sale of the suit land has not been proved by cogent

evidence. This finding has been recorded on the basis of the evidence which were acceptable and could have been relied upon. This Court has not been persuaded to find unreasonableness or perversity in any manner in the findings recorded by the appellate court.

The submission raised by the learned counsel for the appellant in this appeal has already been raised and considered by the Courts below. It is well settled by law that possibility of another view on the same set of evidence cannot be substantial question of law to upset the concurrent finding of the trial court.

Ex consequenti, this Court does not find any substantial question of law arising for consideration in this appeal, which is accordingly, dismissed.

(V. Nath, J.)

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