

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

C.R.No.8033 of 2014 (O&M)

Date of Decision: March 21st, 2016

Ranjit Singh

...Petitioner

Versus

Gurbachan Singh alias Jagdish Singh & others

...Respondents

CORAM: HON'BLE MR.JUSTICE AMIT RAWAL, JUDGE

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?

Present: Mr.Sandeep Punchhi, Advocate,
for the petitioner.

Mr.Sudhir Rana, Advocate,
for respondent No.12.

AMIT RAWAL, J. (Oral)

The petitioner-plaintiff instituted a suit for specific performance of the contract dated 7.1.2008 in respect of sale of land measuring 8 kanals being 80.549 share out of the total land measuring 54 kanals 18 marlas, as described in the headnote of the plaint.

Mr.Sandeep Punchhi, learned counsel appearing on behalf of the petitioner-plaintiff submits that copy of the original agreement was handed over to the counsel and when asked for the same, he feigned ignorance, much less he said that it was lost. The petitioner moved an application seeking permission to produce and prove the documents by way of secondary evidence, but the same was rejected. However, during the pendency of Revision Petition No.7708 of 2013, on a complaint made to the

Bar Council, the counsel gave copy of the agreement to sell, but certain portion of the same was torn out. However, this Court vide order dated 19.8.2014 in Civil Revision No.7708 of 2013 gave liberty to the petitioner to move an application to produce the documents before the trial Court. He submits that the application was produced, but the same was declined on the basis that the documents were torn from the right side, thus, urges the Court that if a direction is issued to the trial Court to permit the petitioner to produce the documents, the other party shall have a right to rebut the same by law so permits.

Mr.Sudhir Rana, learned counsel appearing on behalf of respondent No.12 submits that there is no illegality and perversity in the impugned order. Once the portion of the agreement is in torn condition, it cannot be looked into for the purpose of evidence and, thus, the Court below has rightly declined the application.

I have heard the learned counsel for the parties and appraised the paper book and of the view that the impugned order is not sustainable. The order passed by this Court reads thus:-

“The revision petition stands dismissed as withdrawn with liberty to file an application to produce the said documents before the trial court, which shall be disposed of in accordance with law.”

Be that as it may, the fact remains that even if part of the agreement to sell was torn away, the other party cannot take the benefit of it. It can be seen at the time of final stage. The petitioner can be prevented to produce and prove the same in accordance with law.

Keeping in view the aforementioned facts and circumstances, the impugned order is set-aside and the application seeking permission to

bring on record the original agreement to sell is accordingly allowed.

Revision petition stands allowed.

March 21st, 2016
ramesh

(AMIT RAWAL)
JUDGE