

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

R.S.A.No.1607 of 2011 (O&M)
Date of Decision: March 01, 2016

Gora Lal

...Appellant

Versus

Buta Singh

...Respondent

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.Tarundeep Kumar, Advocate for
Mr.D.S.Pheruman, Advocate,
for the appellant.

Mr.Rishav Jain, Advocate for
Mr.Arun Jindal, Advocate,
for the respondent.

AMIT RAWAL, J. (Oral)

The appellant-defendant is aggrieved of the concurrent findings of facts and law, whereby the suit seeking specific performance of the agreement to sell dated 21.5.2003 in respect of land measuring 14 bighas agreed to be sold for a total sale consideration of ₹6,44,000/- against the payment of earnest money of ₹3,50,000/-, has been dismissed.

Mr.Tarundeep Kumar, Advocate for Mr.D.S.Pheruman Advocate, appearing on behalf of the appellant-defendant submits that though the thumb impressions on the agreement to sell were admitted, but the contents thereof were emphatically denied. It was stated that defendant has been selling the crops to the respondent-plaintiff, who converted the same into agreement to sell. The readiness and willingness was

conspicuously absent. In fact, no earnest money was received. Even the attesting witnesses have also not proved the agreement to sell.

Mr.Rishav Jain Advocate for Mr.Arun Jindal Advocate, appearing on behalf of the respondent-plaintiff submits that in pursuance to the judgment and decree, the sale deed has been executed and symbolic possession has been taken, de hors of the fact that the agreement to sell has been proved through the testimony of the attesting witnesses as the target date was 20.5.2004, whereas the suit has been filed on 9.9.2004 preceded by a legal notice. He further submits that no substantial question of law arises and, thus, prays for dismissal of the appeal.

I have heard the learned counsel for the parties and appraised the paper book and am of the view that there is no merit in the appeal as the appellant-defendant has failed to prove the ingredients of fraud as envisaged under Order 6 Rule 4 CPC. No complaint to the police has been made vis-a-vis the alleged loan transaction on receipt of the legal notice, much less during the pendency of the suit, whereas on the contrary, the attesting witnesses have not only proved the execution of the agreement to sell but also payment of earnest money of ₹3,50,000/-.

Keeping in view the aforementioned facts and circumstances, I do not find any illegality and perversity in the findings recorded by both the Courts below, much less readiness and willingness cannot be said to be wanting. No substantial question of law arises for determination.

The appeal is accordingly dismissed.

March 01 , 2016
ramesh

(AMIT RAWAL)
JUDGE