

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

RSA No.4782 of 2011 (O&M)
Date of decision : 15.02.2016

Chander Paul Verma

...Appellant

Versus

Suman Verma and ors.

...Respondents

CORAM: HON'BLE MR. JUSTICE AMIT RAWAL.

1. Whether reporters of local newspapers may be allowed to see judgment ?
2. To be referred to reporters or not ?
3. Whether the judgment should be reported in the Digest ?

Present: Mr. Lokesh Sinhal, Advocate for the appellant.

Mr. M.G. Bagga, Advocate for the respondents.

AMIT RAWAL, J. (Oral)

The appellant-defendant is aggrieved of the concurrent findings of fact, whereby suit for specific performance of agreement to sell dated 13.12.2003 has been decreed and appellant-defendant was called upon to execute and register the sale deed on receipt of balance sale consideration.

Mr. Lokesh Sinhal, learned counsel appearing on behalf of appellant submits that agreement to sell was emphatically denied by stating that it was a loan transaction. This fact is proved through the cross-examination of PW3 Suman Verma who to the specific question in cross-examination admitted, that on receipt of original sale deed, her husband had

received payment from Chander Paul Verma-Vendor. In case there was actual agreement to sell, it would have been vendee making payment to Chander Paul Verma and not Chander Paul Verma making payment to the vendee. Only one attesting witness Rajan Verma PW2 has been examined who stated that agreement to sell was executed in the shop of the Chander Paul Verma-defendant whereas in cross-examination, it was already typed, therefore, there is stark discrepancies in the statement of the witness. Loan was paid in the year 2004. No witness has been examined by the plaintiff to prove the signatures of the vendor on the agreement to sell Ex.P2 and thus substantial question of law arises for determination.

Mr. Bagga, learned counsel appearing on behalf of plaintiffs-respondents submits that factum of the agreement to sell has been proved but it has been alleged that the signatures were appended on the blank papers. The plea of fraud as per the Order 6 Rule 4 has not been proved. Except self-serving statement of the Chander Paul Verma, no other corroborative evidence has been lead in support of taking and repayment of the loan. Concurrent findings of facts have already been arrived at which should not be interfered with.

I have heard learned counsel for the parties and appraised the paper book and of the view that appeal sans merit for the reasons, that it was incumbent upon the defendants to examine expert and belie the signatures on the agreement to sell, in essence to prove whether agreement to sell has been typed later on or prior to the affixation of the signatures. The respondents-plaintiffs had discharged the onus by examining the attesting witness. It would not be fatal owing to non-examination of scribe and other

witness, as requirement of law as per Section 68 of the Indian Evidence Act has been complied with. No evidence has been led as to how and in what shape alleged loan in the year 2004 had been repaid. One line in the cross-examination cannot be read in isolation to form a different opinion than the one arrived at by both the Courts below.

In view of what has been observed above, I do not intend to differ with the findings rendered by both the Courts below which are based upon appreciation of oral and documentary evidence, much less, no substantial question of law arises for determination.

Appeal is dismissed.

15.02.2016

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**(AMIT RAWAL)
JUDGE**