

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

RSA-4100-2012(O&M)

Date of decision : 25.04.2016

Bikkar Raj

... Appellant

Versus

Chamkaur Singh

... Respondent

CORAM: HON'BLE MR. JUSTICE AMIT RAWAL

Present: Mr.Jasbir Rattan, Advocate
for the appellant.

Mr. Nandan Jindal, Advocate
for the respondent.

AMIT RAWAL, J.(ORAL)

The appellant-defendant is aggrieved against the judgment and decree of the Courts below whereby suit for specific performance of agreement to sell dated 06.12.2006 in respect of land measuring 2 bighas 8 biswas situated in village Kumbarwal, Tehsil Dhuri known as Nachhattar Singh Wala Takk has been decreed and the appeal preferred against the same has been dismissed.

Mr.Jasbir Rattan, Advocate appearing on behalf of the appellant submits that the as the area of the land in question is not mentioned in the agreement, as such the agreement is vague and therefore, property remained unidentifiable, thus, the courts below have

misconstrued the pleadings much less committed illegality in directing specific performance of the agreement to sell and thus there is illegality and perversity in the findings of the courts below.

In support of his contention, he has relied upon the judgment of this Court rendered in *Bhagwan Singh and others Vs. Nawab Mohd. Iftikhar Ali Khan and others*, 1982 CLJ (C & Cr) 629 to contend that the agreement of sale is vague and indefinite as regards identity of the land, the discretionary relief as enshrined in Section 20 of the Specific Relief Act 1963 can not be granted. He further submits that in the written statement, dimensions of the property were specifically denied but the Courts below formed different opinion by misreading pleadings.

Mr. Nandan Jindal, Advocate appearing on behalf of the respondent submits that in the cross-examination, the appellant-defendant admitted the execution of the agreement to sell much less possession thereof had been handed over and, therefore, question of identification of the property would pale insignificant. The plea of registration of the agreement to sell was taken which shows the possession was actually given but the registration is not essential requirement of law in claiming relief of the specific performance. The earnest money of ₹1,75,000/- against the total sale consideration of ₹2 lacs has already been paid. The target date was 20.10.2007 which was extended to 25.10.2008, accordingly, the suit was filed on 11.11.2008. The respondent-plaintiff has always been ready and willing to perform his part of contract.

I have heard learned counsel for the parties and appraised the paper books and am of the view that once the possession of the property has been handed over to the respondent-plaintiff, the case law of *Bhagwan Singh and others' case (supra)* would not be applicable. In the cross-examination, appellant-defendant admitted his signatures on the agreement to sell, thus, the recital of the agreement to sell need not be proved. No evidence to the contrary qua appending of signatures on blank stamp papers has come forth. The aforementioned fact would reveal that the respondent-plaintiff had always been ready and willing to perform his part of agreement. The courts below rightly exercised its discretion under Section 20 of the Specific Relief Act, 1963. I do not intend to differ with the findings of the courts below.

No substantial question of law arises.

No merit in the appeal.

Dismissed.

(AMIT RAWAL)
JUDGE

April 25, 2016.
Davinder Kumar