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

RSA-412-2012 (O&M)

Date of decision : 23.02.2016

Shingara Singh

...Appellant

Versus

Desa Singh

...Respondent

CORAM: HON'BLE MR. JUSTICE AMIT RAWAL

Present: Mr. Namit Gautam, Advocate
for the appellant.

None for the respondent.

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?

AMIT RAWAL, J. (ORAL)

The appellant-defendant is in regular second appeal against the concurrent findings of the fact, whereby the suit for specific performance of agreement to sell dated 16.12.2003 in respect of the land measuring 3 kanals 12 marlas has been decreed and he has been called upon to execute and register the sale deed on receipt of the balance sale consideration.

Mr. Namit Gautam, learned counsel appearing on behalf of the appellant-defendant, submits that a categorical stand was taken in the written statement that it was a loan transaction, in essence, the agreement to sell was denied. On contrary, the respondent-plaintiff was not ready and willing to perform his part of the agreement as stipulated date for execution and registration of the sale deed was 15.12.2004, whereas the suit has been filed on

18.09.2006. These aspects have been ignored by both the Courts below and thus, the substantial questions of law arises for determination.

There is no representation on behalf of the respondent despite service. This fact has also been noticed in the previous order. Accordingly, I proceed to decide the appeal on merits.

I have heard the learned counsel for the appellant and appraised the paper book and of the view that there is no merit in the appeal, in essence, the plea of readiness and willingness, in view of denial of the agreement to sell is not available to the vendor. No evidence, much less, corroborative has been led to show that it was a loan transaction except the bald averment in the written statement, in essence, failed to rebut or discharge the onus in support of his averments, whereas on the contrary, the agreement to sell has been proved through the testimony of the attesting witness.

In view of the aforementioned facts and circumstances, I do not find any illegality and perversity in the judgment and decree of both the Courts below, much less, no substantial question of law arises for determination.

With the aforementioned observations, the appeal is dismissed.

23.02.2016
yogesh

(AMIT RAWAL)
JUDGE