

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

RSA-4561of 2013 (O&M)

Date of decision: 10.03.2016

Smt. Har Devi

...Appellant

Versus

Shri Girraj

...Respondent

CORAM: HON'BLE MR.JUSTICE JITENDRA CHAUHAN

Present: Mr. Kul Bhushan Sharma, Advocate
for the appellant.

Jitendra Chauhan, J. (Oral)

The plaintiff/appellant filed suit for cancellation of sale deed. The trial Court vide judgment and decree dated 11.02.2011, dismissed the suit.

2. Aggrieved against the findings of trial Court, the plaintiff/appellant filed an appeal which was dismissed by the learned Appellate Court, vide judgment and decree, dated 12.07.2013.

3. The Appellate Court affirmed all the findings recorded by the trial Court after discussing and evaluating the

oral as well as documentary evidence on record, hence, the instant appeal at the behest of the plaintiff/appellant.

4. It is contended that the appellant only intended to sell 36 sq. yards of land and she never agreed to sell 19 marlas of land. The amount of Rs.30,000/-, was received against 36 sq. yards of land and no payment qua 19 marlas was received . He further states that the evidence of the plaintiff-appellant has not been reflected and discussed by the Courts below. The transactions are the result of fraud committed by the defendant-respondent upon the plaintiff-appellant. The appellant also moved complaints Annexures A1 to A4 to register a criminal case against respondent.

5. The appellant has not been able to prove the factum of fraud, in view of the testimony of Khema Ram, Lambardar and Het Ram, the attesting witnesses. The agreement was duly typed by Krishan Chand Sharma, Deed Writer. The appellant appeared before the Sub Registrar to execute the sale agreement which was duly signed by her. No evidence could be collected against the defendant in the complaints moved by the appellant Annexures A1 to A4. Moreover, the complaints were filed after a gap of more than 4 ½ months as the transactions took place on

16.12.2003, whereas the complaints were moved on 12.04.2004.

On mere suspicion raised by the appellant, the executed documents before the Sub Registrar cannot be ignored. The factum of payment has also been duly proved.

6. Therefore, this Court is unable to accept the submissions made by learned counsel for the appellant that the agreement in question are result of forgery committed by the defendant in the face of evidence on record. Keeping in view the above facts and circumstances, there is no scope for interference in the judgments passed by the Courts below.

Dismissed.

10.03.2016

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(JITENDRA CHAUHAN)
JUDGE