

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

**RSA No.5046 of 2013 (O&M)
Date of decision:16.02.2016**

Jagdish Kaur ...Appellant
Vs.

Pargat Singh and others ... Respondents

RSA No.4625 of 2013 (O&M)

Jagdish Kaur ...Appellant
Vs.

Pargat Singh and another ... 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. Baldev Raj Mahajan, Senior Advocate with
Mr. Akhilesh Vyas, Advocate
for the appellant.

AMIT RAWAL J. (Oral)

This order of mine shall dispose of two regular second appeals bearing Nos.5046 and 4625 of 2013 filed at the instance of the appellant-defendant against the concurrent findings of facts and law, whereby, suit for specific performance of two agreements to sell of even date, i.e., 08.06.2005, in respect of land measuring 1 kanal 18 marlas and 13 kanals 2 marlas, has been decreed and she has been called upon to execute and register the sale deed on receipt of

balance sale consideration.

Mr. Baldev Raj Mahajan, learned Senior Counsel assisted by Mr. Akhilesh Vyas, Advocate appearing on behalf of the appellant-defendant submits that emphatically, in the written statement agreement to sell was denied and stated that it was a loan transaction. The alleged earnest money was basically a loan transaction and not the agreement to sell as projected by the respondent-plaintiffs. The plaintiffs in support of their evidence, cross-examined one witness, deed-writer, who, admitted that he did not know the defendant, in essence, the witnesses have not identified the vendor. In the absence of the identification, the agreement to sell has not been proved. He, thus, submits that substantial question of law arises for determination of the present appeal.

I have heard learned counsel for the appellant-defendant and appraised the impugned judgments and decrees of the Courts below and of the view that there is no merit in the appeals, for the reasons, that earlier a suit for injunction was filed on 27.07.2005, though the stipulated date was 30.11.2005. As per the plaintiffs, defendant had threatened to dispose of the suit property during the currency of the agreement but later on converted the same into suit for specific performance. However, the defendant did not choose to file written statement to the amended plaint. In my view, both the Courts below have rightly exercised the discretion under Section 20

of the Specific Relief Act, as the agreement to sell has been proved and the appellant has not been able to lead any evidence to belie the agreement to sell, much less, its contents and lead any corroborate evidence to show that it was a loan transaction except bald statement of two witnesses, in essence, liability of payment of alleged loan has not been discharged.

In view of the aforementioned observations, I do not intend to differ with the findings rendered by both the Courts below, based upon the appreciation of oral and documentary evidence, much less, no substantial question of law arises for determination of this Court.

Accordingly, the appeals are dismissed.

(AMIT RAWAL)
JUDGE

February 16, 2016
savita