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

RSA-1852-2015 (O&M)

Date of decision : 28.04.2016

Dilbag Rai

... Appellant

Versus

Mohinderpal and others

... Respondents

CORAM: HON'BLE MR. JUSTICE AMIT RAWAL

Present: Mr. Malhar Singh Dhami, Advocate
for the appellant.

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-plaintiff is aggrieved of the dismissal of the suit seeking specific performance of the agreement to sell dated 14.03.1997 in respect of the suit land.

Mr. Malhar Singh Dhami, learned counsel appearing on behalf of the appellant-plaintiff submits that the time was not the essence of the agreement to sell, it was agreed that the sale deed would be executed after taking mutation. The respondents-defendants had not proved on record that the mutation was sanctioned in the year 1997 and therefore, the suit could not have been held to be time barred as the suit was filed on 08.03.2010. It was within three years from the date of execution of the agreement to sell. Thus, findings rendered by both the Courts below are not sustainable. He further

submits that no doubt, there were five owners of the property, in dispute, but the agreement to sell was signed by only one person, in respect of land measuring 1 maria i.e. 1/5th share and in the absence of the signatures of other co-owners, yet Court below declined the discretionary relief, thus, urges this Court to formulate the substantial questions of law as drawn in the memorandum of appeal.

I have heard the learned counsel for the appellant and appraised the paper book and of the view that in the absence of the signatures of other co-owners in respect of the land only one marla, they could not even exercise the discretion as the area of the land is too small, however, specific performance has been sought against all the persons, thus, there cannot be any fault on behalf of other owners and cannot perform their part of the agreement, having been not signatory of the agreement to sell. The aforementioned view of mine has been basis of dismissal of the suit and I do not intend to differ with the same. No ground is made out for interference, much less, no substantial question of law arises for determination.

Resultantly, the appeal stands dismissed.

28.04.2016
yogesh

(AMIT RAWAL)
JUDGE