

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

RSA No.2861 of 2015 (O&M)

Date of decision : 04.02.2016

Balvir Singh

...Appellant

Versus

Gurjant Singh

...Respondent

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. Puneet Kumar Bansal, Advocate for
Mr. G.L. Bajaj, Advocate for the appellant.

AMIT RAWAL, J. (Oral)

The appellant-defendant is in Regular Second Appeal against the concurrent findings of fact, whereby suit for specific performance of the agreement to sell dated 08.11.2010 in respect of land measuring 7 kanals 10 marlas, has been decreed and he has called upon to execute and register the sale deed on receipt of the balance sale consideration.

Mr. Puneet Kumar Bansal, learned counsel appearing on behalf of appellant submits, that agreement to sell was emphatically denied and readiness and willingness on the part of plaintiff is conspicuously wanting. Thus, Courts below have failed to render finding on issue that whether suit for specific performance properly valued for the purpose of Court fees or not. The market value of the land at the time of the agreement to sell was ₹25,00,000/- per acre but has been agreed to be sold for paltry rate of ₹5,50,000/- per acre and payment of the earnest money of ₹4,85,000/- has not been proved. This

fact has totally been ignored by the Courts below and, therefore, there is illegality and perversity.

I have heard learned counsel for the appellant and appraised the paper book.

Preceding to the filing of the suit on 01.03.2011, legal notice dated 12.01.2011, by registered post, was sent. Despatch of the legal notice by the registered post carries presumption under Section 27 of the General Clauses Act and had there been any falsity and falsehood, nothing prevented the defendant to take appropriate steps in accordance with law. No evidence has been led to disprove the signatures on the agreement to sell. Readiness and willingness cannot be said to be wanting as the suit was filed on 01.03.2011, whereas target date was 10.12.2010. The witness to the agreement to sell have proved the due execution of the same, much less, payment of the earnest money, and rightly so, Courts below have exercise the discretion under Section 20 of the Specific Relief Act.

Keeping in view the aforementioned observations, I do not find any illegality and perversity, much less, no substantial question of law arises for determination by this Court.

Appeal is dismissed.

There is another aspect of the matter. The three months time has been sought for making deficiency of the Court fee. The reasons explained in the application is completely wanting.

Application under Section 149 of CPC is also dismissed.

04.02.2016

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(AMIT RAWAL)
JUDGE