

IN THE HIGH COURT OF PUNJAB & HARYANA, CHANDIGARH

RSA No. 3977 of 2015 (O&M)
Date of decision : February 9, 2016

Naveen and others

..... Appellants

Versus

Lokesh Yadav and another

..... Respondents

CORAM: HON'BLE MR. JUSTICE AMIT RAWAL

Present:- Mr. Arun Yadav, Advocate
for the appellants.

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 appellants-defendants are aggrieved against the concurrent finding of fact whereby the suit seeking specific performance of the agreement to sell dated 1.1.2006 in respect of land measuring 14 Kanals 8 Marlas in Khewat No.128/30, rect.14, Killa No.17/1 (16-9) and 10 Kanals 8 Marlas in rect.No.14 and 4 Kanals 0 Marlas in rect.No.23 Killa No. 10/1 has been decreed and defendants have been called upon to execute and register the sale deed on receipt of balance sale consideration.

Learned counsel appearing on behalf of the appellants-defendants submits that the agreement to sell aforementioned was entered into by Rajender Singh-defendant No.1- father of the appellant. By virtue of judgment and decree dated 27.5.2006 the property agreed to be sold had been transferred in the

name of the appellant, who is none else but son of Rajender Singh. The property of Rajender Singh was a co-parcenary property. The property agreed to be sold was mortgaged. The trial court ought not to have exercised the discretion under Section 20 of the Specific Relief Act, 1963, much less the suit against the defendants was not maintainable, thus, there is illegality and perversity in the impugned orders.

I have heard learned counsel for the appellant and appraised the paper book and am of the view that the appeal deserves to be dismissed for the following reasons.

During the pendency of the suit, Rejender Singh had transferred the property in favour of the appellant. The suit property has been mortgaged with the Bank. Collusive decree cannot be treated to be a valid transfer in the absence of original title. Even otherwise, as per the contents of the agreement to sell, for any act done by the vendor, his legal representatives shall be bound by the same. Payment of earnest money of ₹1,20,000/- and execution of the sale deed has been proved through the testimony of attesting witnesses, much less scribe which was entered into against the balance sale consideration of ₹10,92,000/-. The stipulated date for the execution and registration of the sale deed was 15.4.2006 whereas the suit has been filed on 15.9.2006.

In view of the above readiness and willingness has duly been proved. Rightly so, the courts below have rendered a finding which is based on appreciation of oral and documentary evidence. I do not find any illegality or perversity in the aforementioned

judgments and decrees of the courts below.

No substantial question of law arise for determination by this Court.

In view of what has been observed above, the appeal is devoid of merits, accordingly, the same is dismissed.

(AMIT RAWAL)
JUDGE

February 9 , 2016
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