

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

RSA-5039 of 2015 (O&M)

Date of decision: 14.01.2016

Ram Chand thr. LRs

...Appellant

Versus

Meera Ahuja and others

...Respondents

CORAM: HON'BLE MR.JUSTICE JITENDRA CHAUHAN

Present: Mr. Manish Soni, Advocate for the appellant.

Jitendra Chauhan, J.

By way of the present appeal, the plaintiff/appellant has assailed the judgment dated 16.05.2015, passed by District Judge, Sirsa, upholding the judgment dated 17.12.2013, passed by Addl. Civil Judge (Sr. Divn.), Sirsa, whereby the suit for possession though specific performance was dismissed.

It is contended by learned counsel for the appellant that both the Courts below have gravely erred in holding that suit filed by the plaintiff/appellant is barred by limitation. The appellant had placed before the Courts below the copy of

judgment and decree dated 22.10.1979 vide which the Khasra girdawri of the land which is subject matter of agreement to sell dated 09.01.1979 has been corrected pursuant to the aforesaid agreement to sell in the name of the original plaintiff i.e. Ram Chand which goes a long way to prove the intention of the original seller to sell the suit land of the plaintiff. However, both the Courts below have not considered the same in the right perspective. The appellant had also produced the registered power of attorney executed by Manohar Lal, the original vendor in favour of Desraj who has received the amount on behalf of Manohar Lal in pursuance of agreement to sell, however the trial court has doubted the same. The plaintiff/appellant had also proved the execution of agreement Ex.P1 by the vendor Manohar Lal and receipt of full payment by the vendor but both the Courts below have not considered the above aspect of the matter. It is relevant to mention here that the heirs of original vendor remain ex parte in both the Courts below.

Heard.

The Court has perused the entire record. On consideration, this Court finds that the contentions have no merit as they only relate to the appreciation of evidence. No evidence

is shown to have been ignored from consideration, nor there is any misreading of evidence. Admittedly the agreement to sell is dated 09.01.1979 and the due date for execution of the sale deed was 29 Ashar Sanwat 2036 Vikrami. The execution of the sale-deed was agreed to be on or before 15.11.1979 and again the time was extended upto 03.03.1980. The present suit was filed on 10.06.2010 (after thirty year). Under Article 54 of the Schedule attached in the Limitation Act, the limitation for filing suit for specific performance is three years. Though, the defendants are ex parte but this is a duty of Court under Section 3 of the Limitation Act to see that whether the suit is within limitation or not. So, this Court concurs with the Courts below that the suit is hopelessly time barred.

These are pure findings of fact. No question of law, much less substantial question of law arises in the present appeal. Hence, no interference is called for.

Dismissed in limine.

14.01.2016

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(JITENDRA CHAUHAN)
JUDGE