

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

RSA No.520 of 2015
Date of decision : 04.05.2016

Baldev

...Appellant

Versus

Raghubir 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. Jagdish Manchanda, Advocate for the appellant.

Mr. A.K. Chauhan, Advocate for
Mr. Arvind Singh, Advocate for respondent No.1.

AMIT RAWAL, J. (Oral)

The appellant-defendant is aggrieved of the judgment and decree rendered by the trial Court upheld by the lower Appellate Court, whereby respondent has been held entitled to refund of the amount of ₹1,50,000/- along with interest @ 9% per annum from 31.05.2002.

Mr. Jagdish Manchanda, learned counsel appearing on behalf of appellant-defendant submits that suit filed in the year 2009 was ex facie time barred as the appellant-defendant had taken the loan on 31.05.2002 at the rate of 2% per month. The aforementioned amount was repaid as stated in the written statement. However, the plaintiff by playing fraud upon appellant got

the signature on agreement to sell dated 25.05.2005 and again on 20.12.2005 for extending the date by playing the fraud. He further submits that even plaintiff admitted that the amount has been refunded, therefore, Courts below have committed illegality and perversity in decreeing the suit and thus urges this Court to formulate substantial question of law.

Mr. A.K. Chauhan, learned counsel appearing on behalf of respondent-plaintiff submits that concurrent finding of fact cannot be looked into. Defendant has failed to prove the signature on the aforementioned documents, thus, contents of the documents have been proved through the testimony of attesting witnesses. In the absence of any contrary evidence, rightly so, decree has been passed for the return of the earnest money and urges this Court for affirming the findings rendered by the trial Court.

I have heard learned counsel for the parties and appraised the paper book and of the view that there is no force and substance in the submission of Mr. Manchanda, for, it is pleaded case of the defendant-appellant that he had appended his signature on the agreement to sell dated 25.05.2005 and 20.12.2005 which contains the receipt of ₹1,50,000/-. Bald statement of plaintiff in the absence of the appreciation of the entire evidence would not come to the rescue of the appellant. Suit was instituted for the specific performance of the agreement to sell and Court found that it was loan transaction and thus ordered for refund of earnest money to plaintiff along with interest.

Both the Courts below have rendered a finding of fact and law, after appreciating the oral and documentary evidence.

There is no illegality and perversity in the findings rendered by the Courts below which are based on the facts and the law, much less, no

substantial question of law arises for adjudication of the present appeal.

Accordingly, the present appeal is dismissed.

04.05.2016

pawan

**(AMIT RAWAL)
JUDGE**