

IN THE HIGH COURT OF PUNJAB & HARYANA, CHANDIGARH

RSA No. 746 of 2016 (O&M)

Date of decision : February 16, 2016

Samir and another

..... Appellants

Versus

Vijay Kumar

..... Respondent

CORAM: HON'BLE MR. JUSTICE AMIT RAWAL

Present:- Mr. K. S. Khehar, 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 of the concurrent finding of fact whereby they have been called upon to perform their part of the agreement and execution and registration of the sale deed on receipt of balance sale consideration in pursuance to the agreement to sell dated 28.3.2005.

Learned counsel appearing on behalf of the appellants-defendants submits that as per the terms and conditions of the agreement to sell dated 28.3.2005 after receiving the amount of ₹2 lacs with the condition that the plaintiff will make the payment of ₹2,30,000/- on 10.4.2005 as pleaded in the plaint. O. P. Chawla has not been examined, though the execution of the agreement to sell has been admitted but the readiness and willingness on the part of the plaintiff had been found to be wanting. The aforementioned facts have not been noticed by the courts below, thus, there is illegality

and perversity in the impugned order

I have heard learned counsel for the appellant and appraised the paper book and of the view that the appeal sans merit, for the reason that target date for execution and registration of the agreement to sell was 29.5.2005 and it was extended upto 6.6.2005. Summons upon defendant Nos. 2 and 3 deemed to have been received, for, preceding to filing of the suit, legal notices dated 31.8.2005 and 9.11.2005 were served but the same has not been replied or rebutted.

In the absence of such denial, there is no substance in the plea that appellants did not receive a sum of ₹2,30,000/-. The payment of earnest money has been proved through the testimony of two attesting witness of the agreement to sell namely Ravinder Singh and Anil Bhardwaj.

I do not intend to differ with the finding rendered by both the courts below 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 16, 2016
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