

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

RSA-813 of 2016 (O&M)

Date of decision: 23.02.2016

Surat Singh and others

...Appellants

Versus

Bohti

...Respondent

CORAM: HON'BLE MR.JUSTICE JITENDRA CHAUHAN

Present: Mr. S.K. Gautam, Advocate
for the appellants.

Jitendra Chauhan, J. (Oral)

The plaintiff/respondent filed suit for possession. The trial Court vide judgment and decree dated 28.08.2014, decreed the suit.

2. Aggrieved against the findings of trial Court, the defendants/appellants filed an appeal which was dismissed by the learned Appellate Court, vide judgment and decree, dated 29.09.2015.

3. The Appellate Court affirmed all the findings recorded by the trial Court after discussing and evaluating the

oral as well as documentary evidence on record, hence, the instant appeal at the behest of the defendants/appellants.

4. The only argument raised by learned counsel for the appellants is that they were in cultivating possession over the suit land since 2008. The respondent/plaintiff had executed an oral agreement to sell the suit land to the appellants and in lieu therefore, the respondent had received an amount of Rs.2 lacs as earnest money from the appellants.

5. Heard.

6. The appellants have claimed that they are in possession over the suit land as the plaintiff/respondent had agreed to sell the suit land to them for a sale consideration of Rs.1, 70,00,000/- and an amount of Rs. 2 lacs had been received by her as earnest money, vide an oral agreement dated 02.06.2008. Perusal of the testimony of DW-1, Surat Singh (appellant No.1) reveals that he had admitted the terms and conditions of the agreement whereby, the respondent had allegedly agreed to sell the suit land to the appellants which was by the husband of the plaintiff/respondent. The appellant No.1 during his cross examination had duly admitted that a writing to the effect of Rs. 2 lacs towards earnest money was effected.

However, neither the said terms and conditions nor the writing have been brought on record to prove their claim. On the one hand, the appellants have asserted that it was an oral agreement and raised further assertion that terms and conditions of agreement were written by the husband of the plaintiff/respondent. Further the appellants/defendant had duly admitted in their joint written statement that in the execution proceedings, the actual possession was delivered to the plaintiff/respondent. No evidence has been brought on record to justify that the appellant are in cultivating possession of the suit land. Per contra, the plaintiff/respondent had placed an affidavit of defendant No.1 Surta Singh, wherein he had specifically admitted the actual cultivating possession of the plaintiff/respondent. Therefore, in the considered opinion of this Court, no law point is involved in the present appeal and the view taken by the Courts below is as per record. This Court is not inclined to interfere in the findings of fact particularly when the appellants himself taken contradictory stand. Accordingly, no interference in the well reasoned judgments is called for.

Dismissed.

23.02.2016

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(JITENDRA CHAUHAN)
JUDGE