

IN THE HIGH COURT OF PUNJAB & HARYANA, CHANDIGARH

RSA No. 3302 of 2014
Date of decision : March 1, 2016

Gaurav Verma

..... Appellant

Versus

Rajesh Kumar

..... Respondents

CORAM: HON'BLE MR. JUSTICE AMIT RAWAL

Present:- Mr. O.P. Sharma , Advocate
for the appellant.

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).
CM No. 7659-C of 2014

This is an application under Section 151 CPC seeking condonation of delay in refiling the appeal.

For the reasons stated in the application, which is duly supported by an affidavit, delay of 282 days in refiling the appeal is condoned.

The application stands disposed of.

RSA No. 3302 of 2014

The appellant-defendant is aggrieved of the concurrent finding of fact and law whereby the suit for specific performance of the agreement to sell dated 14.10.2004 in respect of land agreed to be sold has been decreed and defendant has been called upon to execute and register the sale deed on receipt of

balance sale consideration.

Learned counsel for the appellant submits that the appellant is legal representative of the defendant, alleged to have entered into an agreement to sell aforementioned. Execution of the same was emphatically denied and it has been proved that it had been an act of fraud and misrepresentation. The plaintiff failed to execute the same. The attesting witnesses have not been cross examined, much less spilled beans, therefore, the suit was not maintainable, thus, urges this Court to formulate substantial question of law as carved out in the grounds of appeal.

I have heard learned counsel for the appellant, appraised the paper book and of the view that there is no merit in the appeal. PW-2 and PW-3 who are the attesting witnesses of the agreement to sell have unequivocally proved the agreement to sell. Prior to filing of the suit which was filed on 22.12.2005, a legal notice dated 22.11.2005 was sent and the same was not denied. Denial of agreement to sell has been coined for the first time in the written statement. No evidence has been lead to dis-believe the signatures on the agreement to sell, much less the receipt of earnest money.

Keeping in view the aforementioned facts, 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. There is no illegality or perversity in the 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

March 1 , 2016
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