

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

RSA-3957 of 2014 (O&M)

Date of decision: 01.03.2016

Jasmeet Kaur

...Appellant

Versus

Shamsher Singh

...Respondent

CORAM: HON'BLE MR.JUSTICE JITENDRA CHAUHAN

Present: Mr. B.S. Thind, Advocate
for the appellant.

Jitendra Chauhan, J. (Oral)

The plaintiff/respondent filed suit for possession by way of specific performance of the agreement to sell dated 16.07.2004. The trial Court vide judgment and decree dated 31.07.2013, decreed the suit. The Appellate Court has also affirmed the findings of the trial Court. .

2. Aggrieved against the findings of Courts below, the defendant/appellant has preferred the present second appeal.

3. The only argument raised by learned counsel for the appellant is that the loan transaction has been converted into

agreement to sell. The signatures of the appellant was taken on the blank papers for the purpose of loan transaction which was converted into agreement to sell. The learned counsel cites **Suresh Singla Vs. Phool Pati and another** 2012 (4) CCC 122 (P&H). No other argument is raised.

4. There are specific findings that the agreement to sell was executed between the parties for the total consideration of Rs.7,50,000/-, against which an amount of Rs.6,80,000/- was paid as earnest money. The agreement to sell was reached on 16.07.2004. The agreed date for transaction was 16.07.2005. 16.07.2005 being a holiday, the plaintiff/respondent appeared before the Registrar on 15.07.2004 and 18.07.2005 to perform his part of contract, however, the defendant/appellant did not turn up. It has specifically come in the statement of PW-1, Thath Singh, the Deed Writer that at the asking of defendant Jasmeet Kaur, he had scribed the agreement to sell in question i.e. dated 16.07.2004, with regard to Flat No.85A-II situated at Giani Zail Singh Nagar, Ropar in favour of Shamsheer Singh for a total consideration of Rs.7,50,000/-. He has further stated that Rs.6,80,000/- was paid as earnest money on 16.07.2004. The agreement to sell dated 16.07.2004, Ex.P1 was read over to both

the parties who after admitting the same to be correct, signed the same. The marginal witnesses, PW-2, Baldev Singh and PW-3, Kailash Chand, Numberdar also tendered their respective affidavits Ex.PW2/A and Ex.PW3/A, which reflect the appellant had entered into an agreement to sell with regard to the property in dispute. After it was admitted to be correct by the defendant, these two witnesses had also appended their signatures on the same. The receipt of Rs.6,80,000/- out of total sale consideration of Rs.7,50,000/- had been duly admitted by the appellant. In the face of the evidence on record, the stand taken by the appellant that it was a money transaction cannot be accepted. Both the Courts have categorically recorded the findings which are duly proved from the record. There is no illegality or perversity in the judgment passed by the Courts below. Hence, no inference is called for.

Dismissed.

01.03.2016

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(JITENDRA CHAUHAN)
JUDGE