

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

207

RSA No.1381 of 2012 (O&M)
Date of Decision : 28.08.2017

Raj Pal Singh

..... Appellant

Versus

Vipin Kumar

..... Respondent

CORAM : HON'BLE MR.JUSTICE AJAY TEWARI

Present : Mr. Satbir Rathore, Advocate
for the appellant.

None for the respondent.

AJAY TEWARI, J. (Oral)

This appeal has been filed against the concurrent judgments of the Courts below decreeing the suit of the respondent for specific performance of an agreement to sell dated 21.11.1997 in respect of land measuring 8 kanals 0 marla bearing Khata No.14/19 Kh. No.15R/25 (8-0), situated in Village Mangat, Tehsil Dasuya.

Brief facts of the case are that the respondent had filed a suit claiming the appellant had executed agreement to sell dated 21.11.1997 by which he had agreed to sell the aforesaid land for a total sale consideration of Rs.1,50,000/-. It was further mentioned in the agreement to sell that a

Rs.55,000/- remain to be paid. The target date was fixed as 20.11.1998. The respondent had also given a legal notice to which no reply was filed by the appellant. Both the Courts below held that the respondent had been successful in proving his case and consequently decreed the suit.

Counsel for the appellant has argued that the paper to execute the agreement to sell was purchased on 04.07.1997 i.e. more than 5 months prior to the execution of the agreement to sell. He has further argued that it was the case of the appellant that actually he had taken a loan of Rs.95,000/- from the respondent and at that time the respondent had got his signatures on certain blank papers which were converted into an agreement to sell. Further counsel has argued that even the target date was fixed as one year after the agreement to sell which is unusual. As per the counsel, these three facts clearly shows that what the appellant was saying is correct and the Courts below were erred in not considering them in proper perspective.

The Courts below noticed that when the scribe of the agreement to sell came in the witness box no suggestion was put to him that he scribed the agreement on blank paper signed by the appellant, rather the suggestion was made that the appellant did not receive any amount for the execution of the agreement to sell in his presence. Both the Courts below also held that in the absence of any such suggestion being put to the scribe, it could not lie in the mouth of the appellant to argue that in fact his signatures had been taken on blank paper. The Courts below also noticed that this is a common plea for sellers who want to renege on their written contracts.

Counsel for the appellant has not been able to show how these findings are flawed.

Appeal is dismissed. No costs.

Since the main case has been decided, the pending civil miscellaneous application, if any, also stands disposed of.

August 28, 2017

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**(AJAY TEWARI)
JUDGE**

Whether speaking/reasoned - Yes/No

Whether reportable - Yes/No