

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

RSA No.2170 of 2016

Date of decision:- July 11, 2017

Rattan Chand

...Appellant

Versus

Harbans Lal and Others

...Respondents

CORAM: HON'BLE MS. JUSTICE RITU BAHRI

Present: Mr.R.K.Arya, Advocate, for the appellant.

RITU BAHRI, J. (Oral)

The appellant has come up in appeal against the judgment and decree dated 30.10.2015 passed by Addl. District Judge, Gurdaspur, whereby, learned Appellate court affirmed the findings recorded by learned Civil Judge (Jr.Divn.) Pathankot, vide its judgment and decree dated 01.06.2012.

After issues were framed, plaintiff examined PW1 Tara Singh, PW2 Charan Dass, PW3 Rattan Chand and tendered document Ex.P1-copy of agreement of sale, Ex.P-2 Copy of Deed Writer register, Ex.P-3 copy of Jamabandi for the year 2002-03, Ex.P-4 additional agreement executed on the back of original agreement, Ex.P-5 Affidavit, Ex.P-6 Copy of notice, Ex.P-7 Postal receipt, Ex.P-8 UPC receipt and closed the plaintiff evidence.

Defendants/respondents examined DW-1 Surinder Singh, DW-2 Ramesh Chand Accountant Agriculture Development Bank and tendered documents Ex.D1 Ex.D.2 Loan Clearance Certificate, Ex.33 and Ex.D-4 Sale Deeds dated 25.11.2009, Ex.D5 and Ex.D6 Copy of Account

Statement, Mark-A Agreement to sell and closed the defendants/respondents

evidence.

Both the Court had returned to the finding that the agreement was executed o 22.12.2003 was only for the process of giving loan by the plaintiff to the defendant. PW-2 Charan Dass appeared and stated in his cross-examination that intention between the parties was just to secure the loan given by the plaintiff Rattan Chand to defendant No.1 Harbans Lal. Tara Singh scribe of the agreement Ex.P-1 admits that at time of scribing the document purporting to be agreement to sell of immovable property, the document of title of the property was not consulted or verified in the jamabandi. In the jamabandi Ex.P3, the column No.4 clearly shows that Smt.Savitri Devi and Puri Devi were also co-sharers in the suit property and this fact was not mentioned in the agreement Ex.P1. Consequently, this finding was recorded that the agreement to sell Ex.P1 was only a security document to secure the loan amount of Rs.70,000/-. At the same time, plaintiff was held entitled to recover the amount of Rs.70,000/- along with interest @ 6% from the date of agreement i.e. 22.12.2003 till the date when this amount was paid.

So in the light of the discussion, the orders of the Courts below do not reflect any material irregularity or perversity which warrant interference as no substantial question of law is arising out. Hence the present regular second appeal stands dismissed.

July 11, 2017
anil

(RITU BAHRI)
JUDGE

Whether speaking/reasoned	Yes
Whether reportable	No