

RSA No.1754 of 2015

[1]

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

**RSA No.1754 of 2015
Date of decision:31.08.2017**

Lakhwinder Singh

...Petitioner

Versus

Manjit Singh

...Respondent

Coram: Hon'ble Mr. Justice Rakesh Kumar Jain

**Present: Mr. Rajesh Bhatheja, Advocate,
for the petitioner.**

Rakesh Kumar Jain, J.

The defendant is in appeal against the judgment and decree of both the Courts below, by which suit filed by the plaintiff for specific performance of the agreement to sell dated 13.06.2008 has been decreed.

In short, the appellant-defendant entered into an agreement on 13.06.2008 with the respondent-plaintiff to sell his 07 Kanal 18 Marlas of land for a sale consideration of ₹3,50,000/-.. He received an amount of ₹1,75,000/- and agreed to execute and register the sale deed upto 12.05.2009.

The case set up by the respondent-plaintiff was that he visited the office of the Sub Registrar on 12.05.2009 for the purpose of execution and registration of sale deed but the appellant-defendant failed to turn up. However, he got his presence marked by his duly sworn affidavit dated 12.05.2009. He had also filed a suit for permanent injunction so that the appellant-defendant may not alienate the suit property in the meantime.

The case of the appellant-defendant is that he had not entered into any agreement to sell rather his signatures were obtained by the respondent-

plaintiff on a blank stamp paper because he required ₹1 lac for the purpose of his treatment of his fractured leg. He further averred that in the past also, he had entered into an agreement to sell with the respondent-plaintiff on 23.05.2006 but the amount was later on reimbursed and the agreement to sell was cancelled.

Counsel for the appellant-defendant has argued that he had not entered into any agreement to sell but had only signed the blank stamp papers, which were converted by the respondent-plaintiff into an agreement to sell. It is also argued that the said agreement to sell bears the signatures on every page but there are no signatures of the parties at the bottom of the page.

I have heard learned counsel for the appellant and examined the available record.

The suit for specific performance is basically based upon the agreement to sell. The plaintiff has to prove the agreement to sell before proving any other fact. In this case, the plaintiff has proved the execution of the agreement to sell by leading cogent evidence, which has been discussed in detail by the First Appellate Court in paras 14 and 15 of its judgment and a finding of fact has been recorded and the appellant-defendant has failed to raise any question of law much-less substantial for the purpose of interference by this Court.

In view of the above, the present appeal is hereby dismissed, though without any order as to costs.

August 31, 2017
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(Rakesh Kumar Jain)
Judge

Whether speaking / reasoned: Yes/No

Whether Reportable: Yes/No