

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

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**Date of decision: 20.11.2017**

**1. RSA No.6202 of 2016 (O&M)**

Sukhminder Kaur and others

**..... Appellants**

Versus

Maingal Singh and others

**..... Respondents**

**2. RSA No.6420 of 2016 (O&M)**

Harbans Singh through LRs

**..... Appellants**

Versus

Maingal Singh and others

**..... Respondents**

**CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL**

Present:- Mr. D.S. Malwai, Advocate  
for the appellants.

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**ANIL KSHETARPAL, J. (ORAL)**

**CM-11136-C-2017 in RSA No.6420 of 2016**

Application is allowed and the documents are taken on record.

**RSA No.6202 of 2016**

Vide this judgment, I shall be disposing of two regular second appeals bearing RSA No.6202 of 2016 titled 'Sukhminder Kaur and others Vs. Maingal Singh and others' and RSA No.6420 of 2016 titled 'Harbans Singh through LRs Vs. Maingal Singh and others' arising out of a common judgment.

Defendants-appellants are in regular second appeal against the concurrent finding of fact arrived at by the Courts below.

Plaintiff had filed a suit for joint possession and specific performance of the agreement to sell dated 09.06.2000. Plaintiff and defendant No.1 are real brothers. It is the pleaded case of the plaintiff that land measuring 48 kanals, 11 marlas was jointly purchased by all the three brothers, however, later on the sale deed was executed in favour of defendant No.1. It was pleaded that acknowledging the ownership of the plaintiff to the extent of 1/3<sup>rd</sup> share, an agreement to sell in writing was executed on 09.06.2000.

Defendants appeared and contested the suit. Both the Courts after appreciating the evidence available on the file decreed the suit filed by the plaintiff.

These two separate appeals are at the behest of subsequent purchaser who have purchased the property during the pendency of the suit and defendant No.1 (brother of the plaintiff).

Learned counsel for the appellants has vehemently argued that the plaintiff had taken a contradictory plea with regard to the presence of the witnesses before whom the payment is alleged to have been made. I have considered the submission. It is not in dispute that the agreement to sell between the parties is in writing. The agreement to sell runs into three pages. All the three pages have been signed by defendant No.1. The agreement to sell is further attested by two marginal witnesses. The signatures of defendant No.1 are not being disputed before me. Merely because in a criminal complaint which was filed by the plaintiff, he had asserted payment of the consideration amount in the presence of a different

person would not improve the case of the plaintiff. Learned counsel for the appellants could not show any substantive error in the judgments passed by the Courts below.

Learned counsel for the appellants has further argued that payment of the consideration has not been proved. It is suffice to mention here that the signatures on the agreement to sell are not being disputed. It is clearly recorded in the agreement to sell that the entire payment has been made. Still further as notice earlier, the plaintiff and defendant No.1 are real brothers.

In view thereof, this Court does not find any good ground to interfere with the concurrent finding of fact arrived at by the Courts below.

Both the appeals are dismissed.

**20.11.2017**  
Dinesh Bansal

**( ANIL KSHETARPAL )**  
**JUDGE**

Whether speaking/reasoned                      Yes / No

Whether Reportable                                Yes / No