

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

RSA No.4962 of 2017 (O&M)

Date of decision : 26.10.2017

Raj Singh

...Appellant

Versus

Raj Trans Stampings Private Limited and another

...Respondents

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. P.K. Ganga, Advocate for the appellant.

ANIL KSHETARPAL, J. (ORAL)

The defendant-appellant is in Regular Second Appeal against the concurrent findings of fact arrived at by the Courts below.

The plaintiffs-respondents filed a suit for specific performance of the agreement to sell dated 15.01.2009. The suit was instituted on 20.05.2009. Total sale consideration was ₹23,50,000/-, out of which ₹22,50,000/- was transferred through bank transaction in the bank account belonging to the defendant. The defendant-Raj Singh has admitted the signatures on the agreement to sell which is Ex.P1 on the record.

Both the Courts below after appreciating the evidence available on the file, have decreed the suit.

The defendant had put forth a defence that the aforesaid amount was meant for one Mangat Ram. Even Mangat Ram was not examined.

The agreement to sell is dated 15.01.2009. On the back of the

first page, there is an endorsement, extending the date for execution of the registered sale deed to 13.03.2009. Defendant has put his signatures on the back page also. The stamp paper was also purchased by the defendant two days prior to the execution of agreement to sell for executing an agreement.

Taking into consideration the facts, this Court does not find any good ground to interfere with the concurrent findings of fact arrived at by the Courts below.

Regular Second Appeal is dismissed.

26.10.2017

Pawan

**(ANIL KSHETARPAL)
JUDGE**

Whether speaking/reasoned:- Yes/No

Whether reportable:- Yes/No