

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

RSA No.5683 of 2017 (O&M)

Date of Order: 18.12.2017

Tarlochan Singh

..Appellant

Versus

Ved Parkash and anotehr

..Respondents

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. Jatin Salwan, Advocate,
for the appellant.

ANIL KSHETARPAL, J (Oral)

Defendant-appellant is in the regular second appeal against the concurrent findings of fact arrived at by the courts below.

Plaintiff had filed a suit for possession by way of specific performance of the agreement to sell dated 03.06.2009, through which house and two shops situated on Kalka Road, Rajpura, was agreed to be sold to the plaintiff.

Defendant had denied execution of any agreement to sell. It was pleaded that plaintiffs are money lenders and the defendant had borrowed a sum of Rs.1,00,000/- from Prabh Dayal, brother of the plaintiffs and the plaintiffs had obtained signatures on blank stamp papers.

Both the courts after appreciating the evidence available on the file, decreed the suit filed by the plaintiffs while returning a finding that agreement to sell stands proved and the plaintiffs were always ready and willing to perform their part of the contract.

I have heard learned counsel for the parties at length and with his able assistance gone through the judgments passed by the courts below.

Learned counsel for the appellant has submitted that the price

of the property is approximately one crore. He has further submitted that it is proved on the file that the plaintiffs are money lenders and therefore the suit for specific performance should not have been decreed.

No evidence has been brought on record to prove that the value of the property was wholly disproportionate to the sale consideration agreed to by the parties. Still further as per Section 20 of the Specific Relief Act, 1963, inadequacy of the sale consideration cannot be a ground to deny the specific performance of the contract.

Next submission of learned counsel is that the plaintiffs are money lenders.

Both the courts have examined this plea and found that the defendant failed to produce any such substantial evidence to prove that the plaintiffs are money lenders.

Agreement to sell stands proved. In fact it is the case of the defendant that signatures were obtained on the blank stamp papers. However, a bare look at the agreement to sell establishes that the agreement to sell was scribed and signed by the defendant after it has drafted. Defendant has failed to prove that his signatures were obtained on blank papers.

In view of the discussion made above, this Court does not find any good ground to interfere with the concurrent findings of fact arrived at by the courts below.

The regular second appeal is dismissed.

December 18, 2017
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(ANIL KSHETARPAL)
JUDGE

Whether speaking/reasoned
Whether reportable

: Yes/No
: Yes/No