

HIGH COURT OF CHHATTISGARH, BILASPUR**Second Appeal No. 504 of 2003**

Chandrakali Bai, W/o Aatam Prakash, aged about 50 years, resident of Jarahabhata,
Bilaspur, Tah. & Distt. Bilaspur (C.G.) (Plaintiff)

----Appellant/**Versus**

1. Ajay Gupta, S/o late Ratanlal, aged about 48 years,
2. Sushila, D/o Ratanlal, aged 55 years,
3. Ahilya, D/o late Ratanlal, aged 50 years,
4. Gayatri, D/o late Raanlal, aged 33 years,

All residents of village Ameri at present Kududand near Circuit House, Bilaspur,
Tah. & Distt. Bilaspur (C.G.)

----Respondents/defendants.

For Appellant	: Mr. Ram Kumar Tiwari, Advocate.
For Respondents	: None.

Hon'ble Shri Justice Sanjay K. Agrawal**Order On Board****22/11/2018**

(1) This is plaintiff's Second Appeal filed under Section 100 of CPC against the judgment and decree dated 25.10.2002, passed by Additional District Judge, Bilaspur, in Civil Appeal No. 36-A/2000 affirming the judgment and decree dated 25.8.1998 passed by Second Civil Judge, Class-II, Bilaspur, in Civil Suit No. 36-A/1997 dismissing the suit.

(2) Learned counsel appearing for the appellant/plaintiff would submit that both the courts below are concurrently unjustified in holding that agreement to sell executed by defendants in favour to the plaintiff dated 20.06.1979 is not proved; and further held suit to be barred by limitation, as such, the appeal involves substantial question of law

for determination.

(3) I have heard learned counsel appearing for the appellant and perused the records of both the courts below with utmost circumspection.

(4) In a suit filed by plaintiff, appellant herein for specific performance of the contract based on alleged agreement to sell dated 20.06.1979, the trial Court returned the finding that plaintiff has failed to prove agreement to sell executed by defendants in her favour and the suit is also barred by limitation, and the said finding has been affirmed by the appellate Court by dismissing the appeal. The finding recorded by two courts below holding that plaintiff has failed to establish execution of agreement to sell in his favour and suit is barred by limitation is a finding of fact based on material available on record and I do not find it either perverse or contrary to record and no question of law much less substantial question of law is involved in this appeal.

(5) Accordingly, the second appeal, being devoid of merit, is liable to be and is hereby dismissed in *limine*.

Sd/-

(Sanjay K. Agrawal)
Judge

D/-

