

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

101

RSA No.2669 of 1996 (O & M)
Date of Decision:26.03.2018

Dalip Kaur

...Appellant

Versus

Pritam Singh

...Respondents

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. Raj Kumar Gupta, Advocate
for the respondent.

ANIL KSHETARPAL, J.(Oral)

The case has been called twice. Learned counsel for the appellant has chosen not to appear. On 08.03.2018 also learned counsel for the appellant was not present. The case was adjourned for today. Office was requested to inform the learned counsel for the appellant.

As per office note, learned counsel for the appellant has been informed. However, still no one is present. Hence, this Court is left with no choice but to read and decide.

Defendant-appellant is in the regular second appeal against the concurrent findings of fact arrived at by the Courts below while decreeing the suit for specific performance of agreement to sell dated 15.12.1986 executed by defendant in favour of the plaintiff. Defendant denied execution of agreement to sell and receipt of earnest money. On appreciation of evidence available on the file, both the Courts have decreed the suit.

While issuing notice of motion, this Court had only issued limited notice after noticing the contention of learned counsel for the appellant, which reads as under:-

*“Mr. Sarawan Singh, Senior Advocate with
Mr. H . C. Bhatia, Advocate.*

*Contends that in the facts and circumstances of
this case, the appellant is entitled to little more amount.*

*Notice of motion on this limited point only for
17.12.1996.”*

In view of the aforesaid order, the only issue which needs determination is as to what amount, the appellant is entitled to.

As per finding of the Courts below, total sale consideration fixed between the parties was Rs.49,900/-, out of which Rs.30,000/- was paid as earnest money. The amount which remained payable was Rs.19,900/-. However, this amount was payable on 30.01.1987.

Keeping in view the aforesaid fact, the appeal is partly allowed.

The plaintiff-respondent shall pay the balance sale consideration along with interest at the rate of 9% per annum from the date of filing of the suit till payment.

26.03.2018
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(ANIL KSHETARPAL)
JUDGE

Whether Speaking/Reasoned: Yes/No
Whether Reportable : Yes/No