

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

RSA No.1148 of 2010 (O&M)

Date of decision : 30.07.2018

Bara Singh

...Appellant

Versus

Hari Singh and others

...Respondents

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. S.P.S. Chauhan, Advocate for
Mr. J.S. Toor, Advocate for the appellant.

Mr. Madan Bhandari, Advocate for
Mr. N.K. Manchanda, Advocate for the respondents.

ANIL KSHETARPAL, J. (ORAL)

The plaintiff-appellant is in the Regular Second Appeal against the concurrent findings of fact arrived at by both the Courts below while dismissing the suit for possession by way of specific performance of the agreement to sell. The agreement to sell is alleged to be dated 23.12.1995 for total sale consideration of ₹35,000/-, out of which ₹30,000/- is stated to have been paid in advance. The suit was contested on the ground that the suit is time barred, and the agreement to sell is result of fraud and fabrication. It may be mentioned here that Ram Singh who is alleged to have entered into an agreement to sell died on 18.04.1997. The suit was filed after his death. The Courts have noticed that as per the agreement to sell dated 23.12.1995, the target date for execution and registration of the sale

deed was fixed after a period of 2 ½ years.

Keeping in view the evidence available on the file, the Courts held that discretionary relief of specific performance of the agreement to sell cannot be ordered. The Courts have ordered the refund of the earnest money. The discretion exercised by both the Courts is in accordance with law and not shown to be suffering from illegality.

In view thereof, there is no ground to interfere.

Regular Second Appeal is dismissed.

All the pending miscellaneous applications, if any, are disposed of, in view of the abovesaid judgment.

30.07.2018

Pawan

**(ANIL KSHETARPAL)
JUDGE**

Whether speaking/reasoned:- Yes/No

Whether reportable:- Yes/No