

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

105

RSA-1401-2012 (O & M)  
Date of Decision:25.09.2018

Basant Kaur and others

...Appellants

Versus

Magher Singh

...Respondent

**CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL**

Present: Mr. G.N. Malik, Advocate  
for the appellants.

Mr. Arun Jindal, Advocate and  
Mr. Varun Jain, Advocate  
for the respondent.

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**ANIL KSHETARPAL, J.(Oral)**

**CM-3744-C-2012**

Deficiency in Court fee has been made good. Delay, if any is  
condoned.

Application is allowed.

**Main Case**

Defendants-appellants are in the regular second appeal against  
the concurrent findings of fact arrived at by the Courts below while  
decreeing the suit filed by the plaintiff for possession by way of specific  
performance of agreement to sell.

At the outset, it must be noticed that during the pendency of the  
appeal, sale deed has been executed in favour of the plaintiff-respondent  
and possession of the property has been taken.

Defendants contested the suit by pleading that there was no

agreement to sell. It was only a loan transaction and, therefore, agreement to sell was never intended to be acted upon.

Both the Courts after examining the fact that Jagroop Singh son of the defendant, who is educated, admits having received Rs.1,25,000/- and signed the agreement to sell, rejected defence of the defendants. It may be noted that the agreement to sell is executed on a non judicial stamp papers of Rs.300/-, which are not used for loan.

Learned counsel for the appellants submitted that Darbara Singh and Sanjeev Kumar have denied execution of any agreement to sell but Darbara Singh is not signatory of the agreement to sell. His name was only typed and he never signed the agreement to sell.

As regards Sanjeev Kumar, Courts have dealt with the aforesaid issue. Keeping in view the fact that one of the attesting witness i.e. namely Joginder Singh has been examined and Jagroop Singh admits his signatures, the Courts have recorded a finding that the agreement to sell is genuine document.

There is no ground to interfere.

Regular second appeal is dismissed.

Needless to say that the appellants shall be entitled to withdraw the amount deposited before the learned Executing Court.

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

25.09.2018  
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**(ANIL KSHETARPAL)**  
**JUDGE**

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