

In the High Court of Punjab and Haryana at Chandigarh

RSA- 4132 of 2011(O&M)
Date of Decision: 14.5.2018

Ranjit Singh

---Appellant

versus

Lachman Singh and others

---Respondents

Coram: Hon'ble Mrs. Justice Rekha Mittal

**Present: Mr. B.D.Sharma, Advocate
for the appellant**

None for respondent No. 1

**Mr. H.K.Aurora, Advocate
for respondents No. 2 and 3**

Rekha Mittal, J.

Challenge in the present appeal has been directed against concurrent findings recorded by the courts whereby suit filed by Ranjit Singh appellant seeking specific performance of agreement dated 14.5.1999 in respect of land measuring 28 kanals, detailed in head note of the plaint was dismissed by the trial court vide judgment and decree dated 15.10.2009 and appeal preferred by the unsuccessful appellant did not find favour with the District Judge, Jalandhar whereby it has been held that the agreement has been prepared on blank signatures of the respondent/defendant No. 1 as the appellant-plaintiff is a close relative of defendant No. 1 being his nephew who used to obtain loan from banks and respondent No. 1 had been furnishing surety for him in loans taken from different banks.

The sole submission made by counsel for the appellant is that even if the courts have refused to accept agreement to sell propounded by the appellant to be genuine and valid, relief of recovery of Rs. 1,00,000/- proved to be paid to respondent Lachman Singh, in the light of testimony of Jaswant Singh PW2 should have been allowed.

Counsel representing the respondents has supported consistent findings recorded by the courts that are based upon cumulative appreciation of materials on record including testimony of Jaswant Singh PW2. It is further argued that as the courts have refused to accept plea of the appellant with regard to execution of agreement of sale between the parties and payment of Rs. 1,00,000/- towards earnest money in view of recitals in the agreement, there is no question of any decree being passed in his favour for refund of an amount of Rs. 1,00,000/-. According to counsel, if plea of alternative relief for refund of Rs. 1,00,000/- is accepted, it would amount to recording contradictory findings as on one hand, the courts have rejected plea of the appellant of respondent No. 1 having executed the agreement of sale and receipt of Rs.1,00,000/- towards earnest money but on the other hand allowing him a money decree.

I have heard counsel for the parties, perused the paper book and the records but find that the appeal sans merit and liable to be dismissed.

As per the settled position in law, the court in regular second appeal cannot re-appreciate evidence to record a finding different from what has been consistently held by the courts unless the judgments suffer from perversity for any reason whatsoever. The appellant by referring to some part of statement of Jaswant Singh PW2 cannot stake his claim for refund of Rs. 1,00,000/- in the face of findings recorded on preponderance of

probabilities that alleged agreement to sell was not executed by Lachman Singh and the same has been prepared on his blank signatures taking advantage of close relationship between the parties. In this view of the matter, contention raised by counsel for the appellant is not meritorious and liable to be rejected.

No other point has been raised.

For the foregoing reasons, the appeal fails and is accordingly dismissed leaving the parties to bear their own costs.

(Rekha Mittal)
Judge

14.5.2018

PARAMJIT

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No