

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

RSA No. 501 of 2012 (O&M)
Date of decision : November 21, 2018

Pal Singh, dead, through LRs & another

..... Appellants

v.

Pishora Singh and others

..... Respondents

CORAM : HON'BLE MR. JUSTICE AJAY TEWARI

Present : Ms. Puneeta Sethi, Advocate
for the appellants.

Mr. GS Bhatia, Advocate
for respondent No.1.

Ajay Tewari, J (Oral)

This appeal has been filed against the concurrent judgments of the Courts below dismissing a suit filed by the appellants.

The appellants had filed a suit claiming that they had become owners of the land in dispute on the basis of the exchange deed dated 24.2.1998. The respondents had denied the claim of the appellants. Both the Courts below having dismissed the suit, the appellants are before this Court.

Counsel for the appellants has argued that the trial Court had held that the exchange deed was a forged document and also that the suit was barred by res judicata but the lower appellate Court had reversed the

finding on these issues, and, therefore, the suit should have been decreed.

Counsel for respondent No.1 has argued that the lower appellate Court had dismissed the suit on the ground that though the land which was shown to have been given to the appellants was clearly described but there was no certainty about the land which had been handed over to the respondents. He pointed out that in the exchange deed it was mentioned that out of two killas of land regarding which the appellants had already got a decree, they had given 10 kanals 10 marla of land. Further, neither any decree was placed on record nor was it clear as to which 10 kanals 10 marla of land was given by them. It was further stated in the exchange deed that the land measuring 3 kanals 5 marla which was in the possession of Kulbir Singh and which adjoined the killa of Piara Singh would be given to the respondents. It is not clear as to what were the numbers of that land, and that is why the lower appellate Court rejected the exchange deed on the ground that it was vague.

Counsel for the appellants has countered by stating that even though to an outsider the term of the exchange deed may appear vague but the parties definitely knew what they were getting into.

In my opinion, this would not be a complete answer. One of the reasons for recording transactions in writing is to bring certainty to the conditions thereof so that in the event of a dispute the matter can be sorted out. In view of the facts of the present case, it cannot be denied that the exchange deed relied upon by the appellants was vague. In the circumstances, no fault can be found with the judgments of the Courts below dismissing the suit. Consequently, this appeal is dismissed.

Since the main case has been decided, the pending C.Ms, if

any, also stand disposed of.

November 21, 2018

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(AJAY TEWARI)
JUDGE

Whether speaking/reasoned:	Yes/No
Whether Reportable:	Yes/No