

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

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**RSA-3821-2013 (O&M)
Date of Decision : 26.11.2018**

Amarjit Singh

....Appellant

vs.

Gurmail Singh and another

...Respondents

CORAM : HON'BLE MR. JUSTICE AJAY TEWARI

Present: Mr. Sunny K. Singla, Advocate
for the appellant.

Mr. Sushil Saini, Advocate
for the respondent.

AJAY TEWARI, J. (Oral)

This appeal has been filed against the concurrent judgments of the Courts below issuing a decree for specific performance of agreement to sell dated 20.8.2008.

The respondent had filed a suit claiming that by the agreement the appellant had agreed to sell plot of 10 Biswas @ Rs.11500/- per biswa and that on the appointed date he had appeared before the Sub-Registrar but the appellant did not appear and hence, the present appeal.

The case of the appellant on the other hand was that in the month of August he suddenly required Rs.40,000/- as a loan for domestic purposes and approached the respondent who agreed to advance him the amount but impose the condition that he would have to execute agreement to sell of his property as a security. Thus it was the case of the appellant that the agreement to sell had been executed only as a security document.

The respondent examined the attesting witnesses themselves who testified that agreement to sell was not a security document and was in fact agreement to sell and that is why the Courts below held that the appellant had not been able to prove the assertion that the document was actually a document of security.

Today, learned counsel has tried to emphasize the anomalies in the testimony of the witnesses and stated that one witness said that the document was scribed by deed writer the other witness stated that it was not so scribed. Likewise, one witness stated that the agreement to sell was executed in the Court complex while another said that it was executed in the house of the appellant.

In my opinion, these anomalies minor though they are, are in any case irrelevant in the present case because they do not tend to establish the case of the appellant that it was not an agreement to sell. Once it was the case of the appellant that he knew that he was entering into agreement to sell and he signed it knowingly, the onus lay very heavily upon him to prove that intention of the document was otherwise.

In the circumstances, no fault can be found with the findings of the Courts below. The appeal stands dismissed.

Since the main case has been decided, the pending civil miscellaneous application, if any, also stands disposed of.

26.11.2018
anuradha

(AJAY TEWARI)
JUDGE

Whether speaking/reasoned	-	Yes/No
Whether reportable	-	Yes/No