

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

**RSA No. 2181 of 2016(O&M)
Date of decision: 10.5.2018**

Nepal Singh

... Appellant

Versus

Ajit Singh Yadav

... Respondent

CORAM: HON'BLE MR. JUSTICE ARUN PALLI

Present: Mr. R.A. Sheoran, Advocate
for the appellant.

ARUN PALLI, J. (Oral)

The suit filed by the plaintiff was decreed by the trial court, vide judgment and decree dated 10.3.2014. As even the appeal preferred against the said decree failed, and was dismissed on 1.10.2015, the defendant is in Regular Second Appeal. Parties to the lis, hereinafter, shall be referred to by their original positions in the suit.

The plaintiff prayed for a decree for specific performance of the agreement to sell, dated 24.2.2006, as regards the land measuring 46K 12M, situated within the revenue estate of village Sultanpur, Sub Tehsil Farrukh Nagar, District Gurgaon.

On a consideration of the matter in issue and the evidence on record, both the courts concurrently concluded that the execution of the agreement to sell (Ex. P2), as also payment of earnest money of Rs. 16,50,000/- was duly proved. Further, the evidence on record showed that plaintiff has always been ready and willing, at all the relevant stages of the agreement, to perform his part of the contract. The plea of fraud, set out in

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defence, by the defendant was rejected, for lack of any cogent evidence. Even otherwise, there was inherent contradiction in the case of the defendant, for the case set out in the written statement was at variance with the evidence led. On being pointedly asked, learned counsel for the appellant could not show as to how, the findings recorded by both the courts were either contrary to the record or suffered from any material illegality. Significantly, the appellate court had dismissed the appeal of the defendant nearly three years ago, i.e. 1.10.2015, and on being asked, learned counsel for the appellant fairly submitted that the decree passed in favour of the plaintiff has even been executed. Concededly, the sale deed has been executed in favour of the plaintiff qua the suit property, and he has since obtained possession. That being so, the only and the inevitable conclusion one could reach: the appeal is devoid of merit.

Thus, no question of law, much less any substantial question of law, arises for consideration. The appeal is accordingly dismissed.

10.5.2018
AK Sharma

(ARUN PALLI)
JUDGE

Whether speaking / reasoned:	YES
Whether Reportable:	NO