

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

**RSA No. 2453 of 2016(O&M)
Date of Decision: 13.08.2018**

Amarjit Singh

...Petitioner(s)

Versus

Baldev Singh

...Respondent(s)

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. Gurmeet Singh Saini, Advocate
for the applicant-appellant.

ANIL KSHETARPAL, J.(oral)

Defendant appellant is in the regular second appeal against judgments passed by the courts below. Plaintiff filed a suit for specific performance of the agreement to sell dated 03.02.2010 with respect to a house constructed on a plot measuring 4 and a half Marlas.

Defendant contested the suit and pleaded that the agreement to sell is false and defendant was not the owner of the property.

Learned trial court after holding that the agreement to sell and payment of earnest money is proved ordered recovery only on the ground that title in favour of defendant is not proved.

Before the first Appellate Court application for additional evidence was filed and it was established that father of the defendant had transferred the property in question in favour of defendant vide transfer deed dated 25.06.2007 which is Exhibit AW1/B.

Keeping in view the aforesaid additional evidence first Appellate Court has granted decree of specific performance of the agreement to sale.

Learned counsel for the appellant submitted that the aforesaid

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agreement to sell is not signed by the plaintiff and therefore, there is no agreement.

This court has considered the submission.

It is well settled that agreement to sale is not required to be signed by the purchaser who is not disputing the agreement to sell. The agreement to sell has been signed by the defendant appellant and is attested by two marginal witnesses. Agreement to sell runs into 4 pages and all 4 pages have been signed by him. Agreement to sell is scribed on a non-judicial stamp paper worth Rs. 2000/-. Still further both the courts have found that execution of agreement to sell and payment of earnest money is proved. Both the courts have further found that the plaintiff was already ready and willing to perform his part of the contract. The findings of the courts below is neither shown to be suffering from any error non perversity.

In such circumstance, there is no ground to interfere.

Dismissed.

13.08.2018

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(ANIL KSHETARPAL)
JUDGE

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No