

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

RSA No.4993 of 2013 (O&M)

Date of decision : 30.07.2018

Bakshish Singh

...Appellant

Versus

Sohan Singh and another

...Respondents

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. Kanwaljit Singh, Sr. Advocate with
Mr. Abhinav Aggarwal, Advocate for the appellant.

ANIL KSHETARPAL, J. (ORAL)

The plaintiff-appellant is in the Regular Second Appeal against the judgments passed by both the Courts below.

In the considered opinion of this Court, the question of law which arises for consideration is as follows:-

- 1) Whether the imperfect title holder who subsequently acquires absolute/perfect title is bound to honour the agreement to sell executed by him?

Although, before the First Appellate Court, parties had entered into a compromise and defendant No.1 suffered a statement on 06.07.2013 which has been placed on file by the learned counsel for the appellant admitting the agreement to sell and agreeing to execute and register the sale deed, however, still the First Appellate Court has dismissed the appeal

resulting into dismissal of the suit for specific performance of the agreement to sell dated 25.05.2007. For facility of reference, statement suffered by defendant No.1 before the First Appellate Court is extracted as under:-

“Statement of Sohan Singh son of Hakim Punnu r/o Village Bahamnian Tehsil Shahkot District Jalandhar

On SA

Stated that a compromise has been affected in between us. I am ready to execute a registry as per agreement dated 25.5.2002. I have no objection if this appeal is accepted. Today, I Bakshish Singh and Jagjit Singh are present in this Court and this statement has been given on the mutual understanding of all.

RO&AC LTI Sohan Singh

Sd/-

ADJ, 6.7.2013”

Learned counsel for the appellant submitted that defendant No.1 was allotted the property i.e. inferior evacuee land vide conveyance deed dated 20.10.1981. As per the condition incorporated in the aforesaid conveyance deed, allottee was not entitled to transfer the property wholly or partly in any manner in favour of any person for a period of 20 years. Learned counsel further submitted that this period was later on reduced to 10 years by first amendment w.e.f. 31.10.2008 in Punjab Package Deal Properties (Disposal) Rules, 1976. In any case, even 20 years had elapsed when defendant No.1 suffered a statement before the learned Additional District Judge as reproduced above. In such circumstances, the learned First Appellate Court committed an error in overlooking the fact that the restriction on the sale is already over. Section 13 of the Specific Relief Act read with Section 43 of the Transfer of Property Act provides that if the

owner is having imperfect title and enters into the contract, on getting clear title, he is bound to execute and honour the agreement. This issue has been examined in detail in the case of **Rajwati and another Vs. Sukhi and others, 2018(3) PLR 137.**

In view of the aforesaid reasoning, the judgment under appeal is liable to be set aside. The question of law framed above is answered in favour of the appellant. The suit filed by the plaintiff shall stand decreed by granting a decree for specific performance of the agreement to sell.

Regular Second Appeal is allowed.

All the pending miscellaneous applications, if any, are disposed of in view of the abovesaid judgment.

30.07.2018

Pawan

**(ANIL KSHETARPAL)
JUDGE**

Whether speaking/reasoned:- Yes/No

Whether reportable:- Yes/No