

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

**102**

**Date of Decision : 04.12.2018**

**1. RSA No.2545 of 2015 (O&M)**

Yadwinder Singh (since deceased) through  
his LRs.

..... Appellants

Versus

Anu Ram and others

..... Respondents

**2. RSA No.1377 of 2015 (O&M)**

Mandeep Singh and others

..... Appellants

Versus

Anu Ram and others

..... Respondents

**CORAM : HON'BLE MR.JUSTICE AJAY TEWARI**

**\*\*\***

Present : Mr. R.K.Mathur, Advocate  
for the appellants (RSA-2545-2015)  
for respondent No.4 (RSA-1377-2015).

Mr. Balkar Singh, Advocate  
for the appellants (RSA-1377-2015)

Mr. S.S.Sahu, Advocate  
for the respondents (RSA-2545-2015).

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**AJAY TEWARI, J. (Oral)**

These two appeals have been filed against the concurrent  
judgments of the Courts below decreeing a suit for specific performance.

One appeal has been filed by the legal representatives of the vendor and one appeal has been filed by the subsequent purchaser. The main contention raised by the sellers is that the prior agreement to sell was cancelled while the main contention raised by the subsequent purchaser is that he was a bona-fide purchaser who had no knowledge of the previous agreement to sell. As mentioned above both the Courts below disbelieved these pleas and decreed the suit.

The sellers case was that when the agreement to sell was cancelled, the money was returned but the agreement/s were not returned on the plea that they would be returned subsequently.

Counsel for the appellants have argued that one of the proposed vendees of the first agreement viz. Santro Devi had admitted that the agreement to sell was cancelled and so had her husband Ganga Ram who was one of the witnesses of that agreement to sell. They have also argued that the Courts below have mis-read a suggestion put to the subsequent purchaser to hold that he had admitted that he knew about the cancellation.

On the other hand counsel for the original plaintiffs (respondents) has argued that firstly it is highly inconceivable that the seller returned the money to four persons and all four took the plea that the agreement to sell was not available and they would return it and the seller swallowed that. The second argument is that if the appellants are relying on the testimony of Ganga Ram then they can not ignore that part of his evidence where he stated that he had informed the subsequent purchaser about the cancellation of the agreement to sell and once the

subsequent purchaser knew that the agreement to sell had been cancelled he was duty bound to have made inquiries from those prospective vendees to verify the fact that the agreement to sell had been cancelled.

Having considered the arguments and the evidence which had been referred to me by both the counsel for the appellants, I am not persuaded that the findings of fact recorded by the courts below are either based on no evidence or based on such a perverse misreading of evidence so as to justify the interference of this Court in second appeal.

Appeals stand dismissed.

Since the main cases have been decided, the pending civil miscellaneous applications, if any, also stand disposed of.

**04.12.2018**  
*pooja sharma-I*

**( AJAY TEWARI )**  
**JUDGE**

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