

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

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**RSA No.5124 of 2016 (O&M)
Date of Decision : 17.07.2018**

Jaswant Singh

..... Appellant

Versus

Bahadur Singh and others

..... Respondents

CORAM : HON'BLE MR.JUSTICE AJAY TEWARI

Present :- Mr. D.V.Sharma, Senior Advocate with
Mr. Tushar Sharma, Advocate
for the appellant.

AJAY TEWARI, J. (Oral)

This appeal has been filed against the concurrent judgments of the Courts below decreeing a suit for specific performance filed by the respondents.

The case of respondent No.1 was that he had entered into an agreement to purchase property of the appellant by agreement to sell dated 17.11.2008 at which time earnest money of 13,00,000/- was paid. The total deal was settled @ Rs.12,00,000/- per acre. On the appointed date respondent No.1 appeared before the Sub Registrar, Shahkot with the balance consideration as the expenses for registration but the appellant did not appear there and consequently, the present suit was filed. The case of the appellant on the other hand was that he had taken a loan from respondent No.1 and at that time the respondent No.1 had got signed from

him on certain blank papers which were later on illegally converted into an agreement to sell.

Both the Courts below however held that plaintiff-respondent No.1 had been able to prove the due execution of agreement to sell while the appellant was not able to prove his case and consequently decreed the suit.

Learned senior counsel has argued that in fact the appellant was in need of money during the said period. He had obtained another loan from one Baljit Kaur who had also similarly got executed his signatures on blank papers and had similarly filed a suit for specific performance with respect to the land (out of the property mentioned in instant suit). But in that case both the Courts below accepted the plea of the appellant that it was actually a loan transaction which had been converted into an agreement to sell. In my considered opinion, that fact by itself would have no relevance considering that both the plaintiffs are different and have no connection with each other.

Learned senior counsel has further argued that there is discrepancy between the testimony of the witnesses. One witness says that the agreement to sell was typed by Mangat Ram while the other one states that it was typed by somebody else. The third argument is that if those witnesses had been present at the spot their names would also have been typed like the name of purchaser and seller. Learned senior counsel for the appellant states that there is signature of one Baljinder Singh on the last page of the agreement to sell but it has not been disclosed as to who is this Baljinder Singh and why his signatures appeared on the paper. As per the

learned senior counsel this also shows that it was a blank paper which was later on filled up. In my considered opinion these arguments would not shift preponderance of probability so decisively as to turn it in favour of the appellant. No doubt a good deed writer would type the names of the witness also but it can not be deemed to be a legal essential. As regards the discrepancy in the statements of the witnesses, the same are minor in nature. The fact that some Baljinder Singh had signed the document but had not appeared cannot also be taken to be a determinant.

Keeping in view the entire conspectus of facts, I am not persuaded that the finding of the Courts below are based on no evidence or on such a perverted mis-reading as to render them liable for interference in second appeal.

Appeal stands dismissed.

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

(**AJAY TEWARI**)
JUDGE

17.07.2018

Pooja sharma-I

Whether speaking/reasoned - Yes/No

Whether reportable - Yes/No