

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

**RSA No.6015 of 2016 (O&M)
Date of Decision.07.12.2018**

Jagbir Singh

....Appellant

Vs

Satpaul Singh

...Respondent

CORAM:HON'BLE MR. JUSTICE AMIT RAWAL

Present: Mr. C.M. Munjal, Advocate
for the appellant.

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AMIT RAWAL J. (ORAL)

The appellant-defendant has not been successful in defending the suit regarding specific agreement to sell dated 20.09.2006 whereby subject matter of the land was agreed to be sold @₹2,50,000/- per acre against the receipt of earnest money of ₹1 lakhs by cheque dated 20.09.2006. The stipulated date for registration and execution of the agreement to sell was 20.09.2007. The plaintiff is stated to have paid another sum of ₹1,70,000/- on two occasions to the defendant, in all a sum of ₹2,70,000/-. However, he appeared before the Sub Registrar but the defendant did not come, hence the suit was filed on 03.04.2008

The defendant opposed the suit by rendering the plaintiff to be a commission agent and documents created was in lieu of security. The defendant had taken loan from the plaintiff and in the process, appended signatures/thumb impression on the documents which have been converted into agreement to sell. There was no intention to sell the land.

The trial Court decreed the suit, which was affirmed in the appeal preferred by the appellant-defendant.

Mr. C.M. Munjal, learned counsel appearing on behalf of the appellant-defendant submitted that the factum of respondent being commission agent is not denied. In such circumstances, the Court was liable to draw an inference that in many cases, commission agent under the garb of advancing loan, converted documents into agreement to sell. The statement of attesting witness PW1 was sketchy but the deed writer did not bring on record the endorsement as well as the readiness and willingness was thus conspicuously absent.

I am afraid the aforementioned argument is not sustainable as Santokh Singh not only proved the payment of the earnest money but intention of the parties to sell the land, much less, subsequent payments which were endorsed on the back of the agreement to sell. This was also acknowledged by Gurnam Singh, document writer, who created the original document to sell and writing at the back of the agreement. Ex.P3 is the application submitted before the Registrar for marking the presence. Against the aforementioned evidence, defendant failed to examine any independent witness in respect of assertions made in the written statement except the self-serving statement. In these circumstances, defendants miserably failed to discharge onus vis-à-vis the plaintiff, who had proved the entitlement of discretionary relief.

I do not find any illegality and perversity in the concurrent finding of fact rendered by the courts below, much less, no

substantial question of law arises for determination by this Court. No ground for interference is made out. Resultantly, the second appeal is dismissed.

(AMIT RAWAL)
JUDGE

December 07, 2018
Pankaj*

Whether Reasoned/Speaking Yes

Whether Reportable No

