

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

(150)

RSA-6975-2016 (O&M)

Date of Decision: October 30, 2018.

Omwati and others

..Appellants

Versus

M/s India Bulls Estate Ltd. And others

..Respondents

CORAM: HON'BLE MR.JUSTICE AMIT RAWAL

Present: Mr. Vikram Singh, Advocate, for the appellants.

AMIT RAWAL, J. (ORAL)

The appellants/defendants have not been successful in defending the suit filed for specific performance of the agreement to sell in respect of land measuring 18 kanals 11 marlas.

The case of the plaintiff is that they had entered into an agreement to sell dated 27.01.2006 at the rate of Rs.62 lacs per acre and total sale consideration came to Rs.1,43,76,250/-, out of which a sum of Rs.15,77,120/- was paid as earnest money by way of five cheques. The stipulated date for execution and registration of the sale deed was 28.03.2006 but defendants did not come forward to execute and register the sale deed and, therefore, cause of action accrued to file the suit.

The defendants contested the suit and denied the execution of the agreement to sell dated 27.01.2006 in respect of land measuring 18 kanal 11 marlas but admitted execution of agreement to sell dated 26.01.2006 of land measuring 18 kanal 5 marlas.

The trial Court, on the basis of evidence led on behalf of the parties, decreed the suit. Appeal laid before the lower Appellate Court was also dismissed.

Learned counsel appearing on behalf of appellants/defendants submitted that the plaintiff has miserably failed to prove the signatures of the appellants on document Ex.P-3 i.e. agreement dated 27.01.2006. There are major contradictions in the statement of witnesses, PW-1 to PW-3. The Courts below heavily relied upon the report of CFSL, which is not conclusive piece of evidence. In fact, the signatures of the appellant on Ex. P-3 were scanned and not actual one which was being used for prayer purpose (Puja Sthal), thus there was an abdication.

I am afraid the aforesaid arguments is not able to cut the ice to bring the case within the realm of perversity. It has been pointed out that the agreement to sell dated 27.01.2006 did not bear any scanned signature but original one. The Central Forensic Science Laboratory, Delhi has given the report by believing the agreement (Ex.P-3) to have actually been executed. The description of the land was 18 kanal 11 marlas and not 18 kanal 5 marlas. Plaintiff had proved on record his readiness and willingness and bring all the factors in the mind of the Court to exercise the discretion.

I do not find any illegality and perversity in the finding rendered by both the Courts below. No ground is made out for interference.

Accordingly, the appeal is dismissed.

(AMIT RAWAL)
JUDGE

October 30, 2018.
harsha

Whether speaking/reasoned:	Yes/No
Whether reportable:	Yes/No