

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

RSA No.3967 of 2014 (O&M)

Date of decision : 29.10.2018

Sheero and another

...Appellants

Versus

Angrej Singh and another

...Respondents

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. Tarunveer Vashist, Advocate for the appellants.

Mr. Sushil Sharma, Advocate for
Mr. K.S. Rekhi, Advocate for the respondents.

ANIL KSHETARPAL, J. (ORAL)

The defendants-appellants are in the Regular Second Appeal against the concurrent findings of fact arrived at by both the Courts below while decreeing the suit for joint possession by way of specific performance of the agreement to sell dated 19.12.2006 filed by the plaintiffs.

The defendants contested the suit and pleaded that the agreement to sell is forged and fabricated and it has been manipulated with the collusion of the Scribe and the marginal witnesses.

Both the Courts after examining the evidence as the marginal witnesses of the agreement to sell have been produced, decreed the suit. The Court further noticed that the parties are closely related as the plaintiffs are sons of maternal uncle of the defendants.

Learned counsel for the appellants submitted that there was a previous litigation between the parties with regard to this very land which was dismissed for non-prosecution on 13.08.2005, hence there cannot be any agreement to sell.

This Court has considered the submissions. However, finds no substance therein.

A previous litigation came to an end as the suit was dismissed for non-prosecution on 13.08.2005, whereas the present agreement to sell is dated 19.12.2006. As already noted, the parties are closely related and the subsequent agreement to sell has been proved on file by examining the Scribe, the attesting witness namely Nirvail Singh in evidence before the trial Court.

Still further, the thumb-impression of the defendants has been proved by getting a Finger Print and Handwriting Expert examined who has compared the thumb-impressions on the agreement to sell with standard thumb impressions of the defendant. No doubt, she has opined that one thumb-impression is not capable of comparison, however, with regard to the second thumb-impression of Tari-defendant No.2, a definite opinion has been given that thumb-impression matched with the standard thumb-impression. It is not in dispute that the defendant apart from appearing herself has led no evidence to prove the plea that the agreement to sell is forged and fabricated.

In view thereof, there is no ground to interfere with the concurrent findings of fact arrived at by both the Courts below

Regular Second Appeal is dismissed.

29.10.2018

Pawan

**(ANIL KSHETARPAL)
JUDGE**

Whether speaking/reasoned:-

Yes/No

Whether reportable:-

Yes/No