

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

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**RSA No.1616 of 2017 (O&M)
Date of decision: 02.02.2018**

Sarjeet Singh

..... Appellant

Versus

Pahlad Singh

..... Respondent

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present:- Mr. Rao Ajender Singh, Advocate
for the appellant.

ANIL KSHETARPAL, J. (ORAL)

CM-3885-C-2017

Application is allowed. Exemption as prayed for is granted.

Main Case

Defendant-appellant is in regular second appeal against the concurrent finding of fact arrived at by the Courts below.

Plaintiff filed a suit for recovery of Rs.1,18,000/- asserting that the defendant has to pay back the amount which he refusing. In support of his claim, the plaintiff produced on file two documents Ex.PW-3/E and Ex.PW-3/G wherein the defendant-appellant had admitted that he has to pay an amount of Rs.1,00,000/- to the plaintiff.

Both the Courts after appreciation of evidence available on the file have decreed the suit filed by the plaintiff.

I have heard learned counsel for the appellant at length and with his able assistance gone through the judgments passed by the Courts below and the records.

Learned counsel for the appellant has vehemently argued that no doubt the plaintiff-Pahlad had given him Rs.1,00,000/-, however, that amount was for the purpose of purchasing of a piece of land and since the plaintiff backed out of the agreement, therefore, the amount is not refundable.

This Court has considered the submission, however, the writing on the two written agreements are of the year 2011 which is subsequent to the alleged transaction of purchase of land. Signatures on the aforesaid two documents are not being disputed. Once the parties resolved their dispute and the defendant-appellant agreed to pay the amount, the appellant cannot be now permitted to go back and take a different plea.

Learned counsel for the appellant has further submitted that this compromise deed was executed under the police pressure. This Court has seen the writing Ex.PW-3/E. The aforesaid document has been signed by more than 14 persons apart from the plaintiff and the defendant. It is clear that respectables had gathered and got the dispute resolved by reducing into writing a settlement between the parties. Still further, even before the police, the defendant-appellant had made a statement admitting the correctness of the settlement and has undertaken to pay the amount.

In these circumstances, this Court does not find any good ground to interfere with the concurrent finding of fact arrived at by the Courts below.

Appeal is dismissed.

(ANIL KSHETARPAL)
JUDGE

02.02.2018
Dinesh Bansal

Whether speaking/reasoned Yes / No

Whether Reportable Yes / No