

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

204

**RSA-2616-2017 (O&M)
Date of Decision: 8.1.2018**

RAJ BALA

.....APPELLANT

VS.

NAWAL SINGH AND ANOTHER

....RESPONDENTS

CORAM : HON'BLE MR. JUSTICE AJAY TEWARI

Present: Mr. Adarsh Jain, Advocate
for the appellant.

Mr. Rohit Ahuja, Advocate
for the respondent No.1.

Dr. Sushil Gautam, DAG, Haryana.

AJAY TEWARI, J. (oral)

CM-6483-C-2017

There is an application for placing on record additional evidence.

It is stated that in another case in which both the parties were defendants, a different version of the agreement to sell had been placed on record. Learned counsel for the respondent No.1 has argued that neither there is any reason shown why this document was not placed before the Courts below nor is it mentioned who has placed this document on record and even the documents were placed by some unknown persons on that file is itself a photocopy and therefore no sanctity can be attached to it and was never exhibited in that suit by the plaintiff.

I find myself in agreement with the learned counsel for the

respondent No.1 and decline the application under Order 41 Rule 27.

Main case

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 the respondent No.1 was that he had entered into an agreement dated 11.09.2007 to purchase the suit property and had made a payment of Rs. 2,25,000/- at the time of the execution of the agreement to sell and was liable to pay another further amount of Rs. 1,95,000/- as balance consideration. The case of the appellant on the other hand was of a blanket denial and it was averred that there was earlier litigation pending between the appellant and her husband and in that case brother of the respondent No.1 was engaged as a counsel by the husband of the appellant. During that litigation a compromise was arrived at between the appellant and her husband and it was at that time that the brother of the respondent No.1 had obtained various signed papers from the appellant and it was those signed papers which were being misused by the respondent No.1.

Both the Courts below held that the respondent No.1 had duly been able to prove the execution of the agreement to sell and consequently decreed the suit. The only argument raised by the counsel for the appellant is that there were material contradictions in the testimony of the witnesses produced by the respondent No.1. As per him, one witness stated that the sale consideration consisted of notes of the denomination of Rs.100/- and Rs. 500/-. Another stated that the

consideration was paid in notes of Rs.100/- and Rs.50/- while a third stated that the consideration was paid only in notes of Rs.100/-. As per one witness, the money was paid at the seat of counsel while as per the other witness, the money was paid at the seat of the typist.

Learned counsel for the respondent No.1 has pointed out that these minor anomalies cannot be taken to be contradictions. He has pointed out that the brother of the respondent No.1 appeared as a witness as PW5 and the appellant never even put him a question that he had obtained any blank signed papers. Even the husband of the appellant was not examined as a witness to testify that any documents may have been obtained by his counsel from the appellant. Learned counsel has further argued that in that case admittedly the appellant was represented by a counsel and therefore, it was very unlikely that she would have signed blank papers and given it to the counsel of the opposite party.

In the totality of circumstances, I have not been persuaded that the judgment and decree of the Courts below are illegal.

Consequently, the appeal stands dismissed.

Since the main case has been decided, the pending C.M, if any, also stand disposed of.

8.1.2018
anuradha

(AJAY TEWARI)
JUDGE

Whether speaking/reasoned - Yes/No

Whether reportable - Yes/No