

RSA No. 5957 of 2014 (O&M)

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

**RSA No. 5957 of 2014 (O&M)
Date of decision: 17.5.2018**

Satpal Singh and another

... Appellants

Versus

Kamal Bhatia

... Respondent

CORAM: HON'BLE MR. JUSTICE ARUN PALLI

Present: Ms. Sarika Gupta, Advocate
for the appellants.

Mr. Sarju Puri, Advocate
for the respondent.

ARUN PALLI, J. (Oral)

The respondent-plaintiff filed a suit for specific performance of the agreement to sell dated 18.10.2005, as regards the land, measuring 10K 6M. However, vide judgment and decree dated 14.5.2013, the trial court only granted an alternative relief to the plaintiff, and a decree for recovery of Rs.5,00,000/- with interest was awarded in his favour. Being aggrieved by the said decree, defendants preferred an appeal. Whereas, the plaintiff never questioned the same. But as the appeal preferred by the appellant-defendants was dismissed by the appellate court, vide order and judgment dated 24.4.2014, they are in Regular Second Appeal. Parties to the lis, hereinafter, shall be referred to by their original positions in the suit.

The facts that are required to be noticed are limited.

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Concededly, the agreement to sell dated 18.10.2005 was entered into between the parties qua the suit land, for a total sale consideration of Rs. 15,00,000/-. It is not disputed either that a sum of Rs.3,00,000/- was given by the plaintiff to the defendants by way of earnest money at the time of execution of the agreement. The date fixed for registration and execution of the agreement to sell was 25.6.2006. The case of the plaintiff has been that a further sum of Rs. 2,00,000/- were given to the defendants, on 20.12.2005, towards balance sale consideration, and a receipt (Ex.P2) was executed by the defendants in this regard. Whereas, the defendants disputed the receipt of any such amount. Thus, the short question that was required to be determined by the courts below was; if the defendants had, indeed, received a sum of Rs.2,00,000/- on 20.12.2005.

On a consideration of the matter in issue and the evidence on record, both the courts concurrently concluded that although the defendants denied to have received Rs. 2,00,000/-, but Satpal Singh (defendant No.1), in his cross-examination, conceded the execution of the receipt (Ex.P2). Though, he stated that the said receipt was signed by him without actually receiving any payment. But the version of the defendants remained unproved for lack of any cogent evidence. Even otherwise, defendant-Satpal Singh was an educated person, and, therefore, he would not have signed the receipt (Ex.P2) without verifying its contents. On the contrary, plaintiff examined Balbir Chand (PW2), who testified in his deposition that a sum of Rs.2,00,000/- were paid to the defendants on 20.12.2005, in terms of the agreement to sell dated 18.10.2005 (Ex.P1). On being pointedly asked, learned counsel for the appellants could not refer to anything on record to show if the findings recorded by both the courts were either contrary to the

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record or suffered from any material illegality.

Thus, no ground is made out to interfere with the concurrent findings recorded by both the courts. No question of law, much less any substantial question of law, arises for consideration. The appeal being devoid of merit, is accordingly dismissed.

17.5.2018
AK Sharma

(ARUN PALLI)
JUDGE

Whether speaking / reasoned:	YES
Whether Reportable:	NO