

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

**RSA No.6376 of 2014 (O&M)
Date of Order: 09.08.2018**

Rajesh Sanghi

..Appellant

Versus

Kulwant Rai and another

..Respondents

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. Ashwani Verma, Advocate,
for the appellant.

Mr. Aashish Chopra, Advocate, and
Ms. Gurpreet Randhawa, Advocate
for respondent no.1.

ANIL KSHETARPAL, J(Oral)

Defendant no.1-appellant is in the regular second appeal against the concurrent findings of fact arrived at by the courts below while decreeing the suit for specific performance of the agreement to sell dated 22.12.2005 with respect to the plot situated in Gurgaon.

Defendant admitted the execution of the agreement to sell and receipt of the earnest money. However, he pleaded that he had written a letter dated 27.02.2006 to the plaintiff for fixing a venue to complete the deal. It is further pleaded by the defendant that he also asked for a copy of draft sale deed which was not supplied.

Both the courts below after appreciating the evidence have found that the case set up by the defendant is not proved as letter dated 27.02.2006 has not been produced. The courts have further noticed that the plaintiff on the target date fixed for the execution and registration of the sale

deed i.e. 02.03.2006 had got prepared bankers cheque/drafts for an amount of Rs.62,68,360/- the balance sale consideration. It has also come in evidence that the plaintiff remained present in the office of defendant no.2, the allotting company, and on the next day i.e. 03.03.2006 got issued a notice to the defendant to come and complete the deal on 10.03.2006. Even on 10.03.2006, defendant did not come forward. He also did not respond to the communication.

This court has heard learned counsel for the parties at length and with their able assistance gone through the judgments passed by the courts below.

Learned counsel appearing for the defendant no.1-appellant submitted that the judgments passed by the courts below are result of misreading and non reading of evidence. He further submitted that the courts below have not appreciated the evidence in proper perspective. However, when learned counsel for the appellant was confronted to point out that as to which part of the evidence has been misread or which part of the evidence has not been considered, counsel could not point out any substantive misreading or non reading of evidence. Learned counsel also could not point out as to how the evidence led has not been appreciated in the proper perspective

In view thereof, this court does not find any good ground to interfere with the concurrent findings of fact arrived at by the courts below.

The regular second appeal is dismissed.

C.M.No.3352-C-2015

Prayer in the application is to place on record Annexures A-1 and A-2, the documents, which are stated to be already part of the trial

court's record.

Application is allowed.

Through annexures A-1 and A-2, defendant no.1-appellant is trying to prove the normal market rate in the area.

The present contract was entered into by two educated persons and the negotiated price of the property always depends upon various factors including location, holding capacity of the seller/vendor, negotiating capacity of the purchaser and also on the market conditions etc. etc.. No evidence has been lead to prove that the price at which the property was agreed to be sold was highly disproportionate to the market price which may prick the conscious of the court.

In view thereof, there is no ground to interfere.

The regular second appeal is dismissed.

NOTE: All other misc. applications are disposed of in view of the judgment passed above.

August 09, 2018
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(ANIL KSHETARPAL)
JUDGE

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