

In the High Court of Punjab and Haryana at Chandigarh

RSA No. 4102 of 2018(O&M)

Date of Decision:17.7.2018

Ajay Singh

---Appellant

vs.

Rambir

---Respondent

Coram: Hon'ble Mrs. Justice Rekha Mittal

Present: Mr. Ajay Jain, Advocate
for the appellant

Rekha Mittal, J.

The present appeal directs challenge against concurrent findings recorded by the courts whereby suit for specific performance of agreement to sell dated 28.11.2008 qua land measuring 8 kanal, detailed in para 1 (unnumbered) of the judgment of trial court was decreed by the Civil Judge (Junior Division), Kosli (Rewari) (hereinafter to be referred to as “the trial court”) and appeal preferred by Ajay Singh appellant-unsuccessful defendant did not find favour with the Additional District Judge, Rewari.

The sole submission made by counsel for the appellant is that a gang is operating in the area to grab property/land of poor and illiterate people. It is argued that Hoshiyar Singh is one of the attesting witnesses

of the impugned agreement, purported to be scribed by Jarnail Singh. Hoshiyar Singh also created two agreements in respect of land measuring 8 kanal each dated 1.12.2008 and 14.12.2009, scribed by the same person namely Jarnail Singh, sufficient to substantiate plea of the appellant-defendant that agreement to sell propounded by the respondent/plaintiff was not executed by the appellant and the same is a forged and fabricated document created in collusion with the alleged witnesses and Jarnail Singh. It is argued that the agreements in favour of Hoshiyar Singh were marked as Exs. D1 and D3 but the courts have failed to appreciate version of the appellant and evidence adduced in this regard, therefore, concurrent findings recorded by the courts suffer from perversity and liable to be set aside.

I have heard counsel for the appellant, perused the paper book particularly the judgments passed by the courts.

Indisputably, Hoshiyar Singh did not seek specific performance of the agreements Exs. D1 and D3. The appellant himself had pleaded that he executed an agreement with Hoshiyar Singh and the same was cancelled. The appellant agreed to sell different parcels of land to the respondent and Hoshiyar Singh. There is nothing on record suggestive of the fact that either the appellant or Hoshiyar Singh filed any other suit seeking specific performance of the agreements in order to consider plea of the appellant that Hoshiyar Singh alongwith others including the appellant has formed a gang to grab properties of poor and illiterate persons. The mere fact that two agreements were executed in favour of Hoshiyar Singh but the same could not fructify into a sale deed would be of no consequence to interfere

in the consistent findings recorded by the courts, based upon detailed and correct appreciation of controversy raised, in the light of pleadings and evidence on record.

No other point has been raised.

For the foregoing reasons, the appeal fails and is accordingly dismissed in limine. No order as to costs.

(Rekha Mittal)
Judge

17.7.2018
paramjit

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