

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

RSA No. 4744 of 2018(O&M)

Date of decision: 13.12.2018

Rajwinder Singh

.....Appellant

VERSUS

Bjinder Singh @ Baljinder Singh and others

.....Respondents

CORAM: HON'BLE MRS. JUSTICE REKHA MITTAL

Present: Mr. Sandeep Arora, Advocate for the appellant.

REKHA MITTAL, J.(Oral)

The present appeal directs challenge against concurrent findings recorded by the Courts whereby suit for proprietary possession by way of specific performance of agreement to sell dated 21.10.1987 regarding 1/5th share in the suit property built over an area measuring about 3 kanal 1 marla, detailed in headnote of the plaint with alternative relief for recovery and prayer for grant of permanent injunction was decreed by the trial Court vide judgment and decree dated 12.02.2016 that came to be affirmed in appeal by the Additional District Judge, Gurdaspur on 05.07.2018.

Rajwinder Singh, the present appellant has claimed his right in the suit property on the basis of an agreement to sell dated 04.09.2009 purported to be executed by Sh. Resham Singh, predecessor in interest of defendants No.1(a) and 1(b).

A relevant extract from order dated 01.11.2018 passed by this Court reads as follows:-

“The present appeal directs challenge against concurrent findings recorded by the Courts whereby suit for proprietary

possession by way of specific performance of agreement to sell dated 21.10.1987 regarding 1/5th share of suit property filed by the respondents/plaintiffs has been decreed. The first appeal and the present appeal has been preferred only by Rajwinder Singh – defendant No.2 who is claiming some rights in the suit property on the basis of an agreement of sale purported to be executed by Sh. Resham Singh, predecessor in interest of defendants No.1(a) and 1(b).

Counsel for the appellant has sought to raise the question of limitation. He prays for time to examine as to what defences can be raised by the present appellant, who is claiming some right in the suit property on the basis of agreement of sale.”

Counsel for the appellant was given an opportunity to make submissions in the light of aforesaid order. He has expressed his inability to advance any legal and meaningful arguments to assail the consistent findings either on the ground of limitation or any other ground available to him in law. In this view of the matter, I do not find an error much less perversity in the impugned judgment that would call for intervention.

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

DECEMBER 13, 2018

‘D. Gulati’

**(REKHA MITTAL)
JUDGE**

Whether speaking/reasoned	:	yes/no
Whether reportable	:	yes/no