

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

RSA No.5494 of 2017 (O&M)

Date of decision : 09.02.2018

Amarjit Kaur

...Appellant

Versus

Chaman Lal

...Respondent

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. S.S. Swaich, Advocate and
Mr. G.S. Salana, Advocate for the appellant.

ANIL KSHETARPAL, J. (ORAL)

The defendant-appellant is in the Regular Second Appeal against the concurrent findings of fact arrived at by both the Courts below while decreeing the suit for possession by way of specific performance of the agreement to sell dated 26.12.2011.

The plaintiff had asserted that the defendant had entered into the agreement to sell of a plot measuring 673 square yards at the rate of ₹3600/- per square yards which the defendant had purchased through the sale deed dated 28.03.2003. It was further pleaded that the earnest money to the tune of ₹5,00,000/- was paid and it was agreed between the parties that the sale deed would be got executed and registered on 27.05.2012.

The defendant contested the suit by pleading that her signatures were taken as a witness on the pretext that there are some loan transaction

between the plaintiff and someone else. It was further pleaded that the litigation with regard to the property in dispute is also pending in the Court.

Both the Courts below after appreciating the evidence available on the file decreed the suit and held that the agreement to sell is genuine document and the defendant-appellant had received a sum of ₹5,00,000/- as earnest money.

During the course of the arguments, learned counsel for the appellant has produced before this Court a photocopy of the agreement to sell dated 26.12.2011. The agreement is executed on a non-judicial stamp paper worth ₹500/- having five pages. All the pages are signed by the defendant-appellant. The Courts below have also recorded a finding that the plea taken by the defendant is false and incorrect and the agreement to sell was executed with free will and volition. It is also admitted position on the record that no document was produced on the file by the defendant-appellant with regard to the pending litigation as pleaded by her.

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

Regular Second Appeal is dismissed.

09.02.2018

Pawan

**(ANIL KSHETARPAL)
JUDGE**

Whether speaking/reasoned:- Yes/No

Whether reportable:- Yes/No