

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

**RSA No.5333 of 2018 (O&M)
Date of Order: 25.09.2018**

Nimrita Naresh Kaur

..Appellant

Versus

Ramesh Kumar and others

..Respondents

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. C.M.Munjal, Advocate,
for the appellant.

ANIL KSHETARPAL, J(Oral)

Plaintiff-appellant is in the regular second appeal against the concurrent findings of fact arrived at by both the courts below while dismissing suit for specific performance of the agreement to sell dated 06.05.1991. It may be noted that defendant no.3 had also filed a counter claim seeking possession of the property.

Plaintiff claims that defendant no.1 entered into an agreement for land measuring 125 Sq. Yards for a total sale consideration of Rs.4,00,000/- which was paid in entirety and, therefore, decree for specific performance of the agreement to sell be passed in her favour.

Defendant no.3, who is close relative of the plaintiff claimed that the agreement to sell dated 06.05.1991 is in fact forged document. Defendant No.1 who was owner of the property had entered into an agreement to sell with him vide Ex.D1 and thereafter defendant no.3 had deposited the charges with Ludhiana Improvement Trust, the allotting authority, and the property has been transferred in favour of defendant no.3

on 19.09.1991. Defendant no.3 pleaded that the plaintiff in collusion with defendants no.1 and 2 have raised certain illegal construction over the plot.

Both the courts have found that the agreement to sell dated 06.05.1991, specific performance whereof has been sought is an ante dated agreement and the plaintiff has filed a suit after materially concealing facts from the court. Both the courts have noticed that the plaintiff herself had applied for transfer of the plot on behalf of defendant no.3 to the Ludhiana Improvement Trust.

Still further Parkash Kaur, who has been examined as PW1, has not been appeared for cross-examination and therefore, her statement cannot be read in evidence.

Although, learned counsel for the appellant made sincere attempt to persuade this court to take a different view, however, could not draw attention of the court to any error or perversity in the judgments passed by the courts below. Learned counsel for the appellant could not also point out any substantive misreading or non-reading of evidence by the courts below.

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.

The Regular Second Appeal is dismissed.

September 25, 2018
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(ANIL KSHETARPAL)
JUDGE

Whether speaking/reasoned
Whether reportable

: Yes/No
: Yes/No