

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

**RSA No.2455 of 2019 (O&M)
Date of Decision : 16.05.2019**

Kishan Singh

.....Appellant

Versus

Gurdip Singh

.....Respondent

CORAM : HON'BLE MR. JUSTICE SUDIP AHLUWALIA

Present : Mr. Harinder K. Aurora, Advocate
for the appellant.

SUDIP AHLUWALIA, J. (ORAL)

This Appeal is directed against the Judgment of the Ld. Additional District Judge, Hoshiarpur in Civil Appeal RBT No.411 of 2016, passed on 7th December, 2017.

2. Vide the impugned Judgment, the earlier Judgment and Decree passed by the Ld. Additional Civil Judge (Senior Division), Dasuya, in favour of the Respondent, was upheld.

3. The Suit of the Respondent for confirmation of possession and a Decree for specific performance by way of execution of the Sale Deed concerning the disputed lands, had been decreed by the Ld. Trial Court.

4. The Respondent had contended that he had entered into an Agreement dated 18th May, 2009, in pursuance of which, the Appellant

agreed to sell the said land for a consideration amount of Rs.14,00,000/-, out of which an amount of Rs.12,50,000/- was paid on that very date and the balance of Rs.1,50,000/- was to be paid at the time of execution of the Sale Deed.

5. The claim of the Respondent/Plaintiff on facts was denied. It is submitted on behalf of the present Appellant that from the Judgments available before this Court, it transpires that the Agreement dated 18th May, 2009 was led into evidence as Exhibit P-1. From the deposition of PW-5, who happens to be the Branch Manager of Central Co-operative Bank Ltd. Branch Sikri, it is established that on the relevant date itself, the Respondent/Plaintiff had withdrawn amount of Rs.12,40,000/- from his Bank Account Nos.2162 and 195. In such circumstances, it is clear that he was well equipped to pay the consideration money allegedly passed on in favour of the Appellant as reflected in the Agreement for Sale. Subsequently, according to the Respondent/Plaintiff, the Appellant/Defendant had failed to turn up for execution of the Sale Deed inspite of the Plaintiff's own willingness. For this purpose, the Plaintiff led into evidence his Affidavits showing his presence before the Sub Registrar, Tanda on 29th July, 2009 and thereafter on 3rd August, 2009, which were marked as Exhibits PW-1/A and PW-1/C, respectively.

6. Clearly, there has been no tangible documentary evidence

led from the Defence side in the case which could have had the effect of negating the implications arising logically from the Agreement for Sale and Affidavits of the Plaintiff regarding his presence before the Sub Registrar, as also as regards his holding the requisite amount mentioned in the Agreement on the particular date itself after its withdrawal from the Bank.

7. The findings of both the Ld. Courts below on these question of facts are in favour of the Respondent. There is no scope to take a different view from the same at this stage, nor any substantial question of law appears to be involved.

8. No merits.

9. Dismissed.

May 16, 2019

Dpr

**(SUDIP AHLUWALIA)
JUDGE**

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No