

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

RSA-246-2001 (O&M)

Date of decision: 20.12.2019

Krishna Kumari @ Krishna Devi

...Appellant

Versus

Ram Parkash

...Respondent

CORAM: HON'BLE MR.JUSTICE H.S. MADAAN

Present: Mr. Jaspreet Saini, Legal Aid Counsel for the appellant.

H.S. MADAAN, J.

In nutshell, the brief facts of the case are that plaintiff Ram Parkash had filed a suit against defendant Smt. Krishna Kumari @ Krishna Devi, seeking suit for specific performance on the averments that the defendant had entered into an agreement to sell her agricultural land measuring 23K-10M in the area of village Panchi Gujran, Sonapat, fully detailed in the headnote of the plaint for a sum of Rs.54,000/-, receiving a sum of Rs.24,000/- as earnest money. The stipulated date for execution of registration of the sale deed was fixed as 20.03.1985. The plaintiff was already in cultivating possession of the said land since Rabi 1982 and it was so mentioned in the recital of the agreement. The plaintiff paid another sum of Rs.20,000/- to the defendant on 21.07.1984 against receipt duly executed by her. The remaining amount of Rs.10,000/- was paid by the plaintiff to the

defendant against receipt on 08.10.1984. In that way, the total consideration amount stood paid by the plaintiff to the defendant. The plaintiff had already performed his part of the contract. The defendant stated that she would obtain necessary clearance certificate from the Income Tax Department and would inform the plaintiff in that regard. Subsequently, she put off the matter of execution and registration of the sale deed on one pretext or the other. According to the plaintiff, he has always been ready and willing to bear the expenses of the sale deed and get the sale deed executed, completed and registered in his favour. He had sent a registered AD notice dated 13.11.1986 to the defendant but in vain. As such, he filed the suit in the Court.

On getting notice, the defendant appeared and filed written statement, contesting the suit, denying that she had entered into any such agreement to sell for a consideration of Rs.54,000/- or she had received any amount as earnest money or had received balance consideration amount from the plaintiff on different occasions as alleged in the plaint. However, she conceded that plaintiff was already in possession of the suit land since Rabi 1982 but that was in capacity of tenant on payment of 1/3rd Batai. The defendant alleged that the agreement to sell and receipt put forward by the plaintiff were forged and fabricated documents. The question of defendant promising to execute the sale deed in favour of the plaintiff after clearance of certificate from the Income Tax Department did not arise. According to

the defendant, the suit was barred by limitation. Refuting the remaining assertions, the defendant prayed for dismissal of the suit.

On pleadings of the parties, the following issues were framed:-

1. Whether the defendant agreed to sell the land detailed in Para No.1 of the plaint to the plaintiff for a sale consideration of Rs.54,000/- on 23.01.1984 as alleged? OPP.
2. Whether the defendant received a sum of Rs.24,000/- as advance against receipt and agreement on 23.01.1984? OPP.
3. Whether on 21.07.1984, a further sum of Rs.20,000/- towards the sale price was paid by the plaintiff to the defendant against a receipt? OPP.
4. Whether on 08.10.1984, a further sum of Rs.10,000/- was paid by the plaintiff to the defendant against a receipt? OPP.
5. Whether the plaintiff has already performed his part of the contract as alleged and has always been ready and willing to bear the expenses of the sale deed etc.? OPP.
6. Whether the defendant has committed the breach of contract as alleged? OPP.
7. Whether the suit is maintainable? OPD.
8. Relief.

In support of his case, plaintiff himself appeared as PW1 and also examined Hakim Ram as PW2, Rana/Sanga, Stamp Vendor as PW3 besides tendering some documents.

In rebuttal, defendant herself appeared as DW1 besides examining Om Parkash as DW2, Ram Kishan as DW3 and Kamal Kant Khandelwal, Handwriting and Finger Prints Expert as DW4.

After hearing arguments, the trial Court of Civil Judge (Jr. Divn.) Sonapat, decided issues No.1 to 6 in favour of the plaintiff and against the defendant, issues No.7 and 7A were decided against the defendant. As a result of verdict on the issues, vide judgment and decree dated 10.01.2000, the suit of the plaintiff was decreed and a decree for specific performance of contract was passed in favour of the plaintiff and against the defendant. Resultantly, the defendant was directed to execute the sale deed in respect of the suit land detailed in para No.1 of the plaint after obtaining necessary clearance certificate from the Income Tax Department, if applicable within a period of two months.

The defendant felt aggrieved by the said judgment and decree passed by the trial Court and had preferred an appeal before District Judge, Sonapat, which was assigned to Addl. District Judge, Sonapat, who vide judgment and decree dated 30.08.2000, dismissed the appeal and judgment and decree passed by the trial Court were affirmed.

The defendant still felt aggrieved and has approached this Court, by way of filing the present Regular Second Appeal, notice of which was given to the plaintiff/respondent, who had initially put in

appearance but subsequently, there was no representation on his behalf.

I have heard learned counsel for the appellant besides going through the record and I find that the Courts below on proper appreciation of evidence and correct interpretation of law have returned concurrent findings that the defendant had agreed to sell the suit land belonging to her with the plaintiff for sale consideration of Rs. 54,000/- on 23.01.1984, receiving a sum of Rs.24,000/- and she received another sum of Rs.20,000/- on 21.07.1984 and amount of Rs.10,000/- on 08.10.1984 against receipts. In the way, the entire consideration amount stood paid by the plaintiff to the defendant. The plaintiff has always been ready and willing to bear the expenses of sale deed but the transaction could not be completed since defendant had backed out of it, committing breach of contract. Therefore, the claim of the plaintiff was rightly accepted by the Courts below.

The judgments passed by the Courts below are quite detailed, well reasoned and do not suffer from any illegality or infirmity. There is no reason to upset those judgments. As a matter of fact, no substantial question of law arises in this appeal. The same is found to be without merit and is dismissed accordingly.

20.12.2019

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(H.S. MADAAN)
JUDGE

Whether speaking/reasoned :	Yes	No
Whether Reportable :	Yes	No