

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

RSA No. 2750 of 2019(O&M)

Date of decision: 8.7.2019

Virender Kumar

.....Appellant

VERSUS

Darshan Singh and others

.....Respondents

CORAM: HON'BLE MRS. JUSTICE REKHA MITTAL

Present: Mr. Kuldeep V. Singh Ahluwalia, Advocate for the
appellants.

REKHA MITTAL, J. (Oral)

Challenge in the present appeal has been directed against concurrent findings recorded by the Courts whereby suit for possession by way of specific performance of agreement dated 14.08.2009 with consequential relief of permanent injunction was partly decreed by the trial Court vide judgment and decree dated 30.03.2015 that came to be affirmed in appeal by the Additional District Judge, Sirsa.

The primary contention raised by counsel for the appellant is that as suit land was sold by Gurbhej Singh in favour of the appellant vide sale deed dated 09.02.2011, the sale in his favour is not hit by the principle of lis pendens as the suit was instituted on 23.05.2011. Another submission made by counsel is that the appellant being bona fide purchaser of the suit land is entitle to protect his sale under a valid deed.

Counsel would further argue that agreement of sale does not bear the signatures of buyer/plaintiff on the second page, therefore,

agreement dated 14.08.2009 is not a bilateral agreement, thus, unenforceable.

I have heard counsel for the appellant, perused the paper-book particularly the judgments impugned and copies of documents supplied during the course of hearing.

Perusal of certified copy of document Ex.P3 makes it evident that sale deed in favour of the appellant was executed and registered on 09.02.2011, meaning thereby that sale deed in favour of the appellant was executed before institution of the suit in May 2011. That being so, findings of the trial Court that the sale in favour of the appellant is hit by principle of lis pendens are erroneous and cannot be allowed to sustain. However, the appellant raised a plea that he is a bona fide purchaser for valuable consideration. There cannot be dispute about settled position in law that plea of bona fide purchaser is to be proved by its propounder. The appellant did not appear in the witness box to establish his plea of bona fide purchaser on the basis whereof he primarily sought to oppose claim of the respondent/plaintiff for specific performance of agreement dated 14.08.2009. In this view of the matter, I find myself unable to interfere in findings of the Courts that the appellant has failed to establish his plea of bona fide purchaser.

The second submission made by counsel is not meritorious when examined in the light of judgment of this Court **Faquir Chand and another Vs. Sona Devi and others, RSA No.4830 of 2011 decided on 27.05.2019.**

No other point has been raised.

In view of what has been discussed hereinbefore, finding no merit, the appeal fails and is accordingly dismissed in limine.

JULY 8, 2019 'D. Gulati'	(REKHA MITTAL) JUDGE
Whether speaking/reasoned	: yes/no
Whether reportable	: yes/no