

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

RSA No.2720 of 2019 (O&M)

Date of Decision : October 03, 2019

Roshan Lal

...Appellant

Vs.

Ram Asra Mal (now deceased represented through his LRs & Ors.

....Respondents

CORAM : HON'BLE MR. JUSTICE SUDIP AHLUWALIA

Present:- Mr. Namit Gautam, Advocate for the Appellant.

SUDIP AHLUWALIA, J.

This Appeal has been preferred against the Judgment and Decree passed by the Ld. Addl. District Judge, Ambala in Civil Appeal No.424 of 2016 dated 04.04.2019, vide which, the original Judgment & Decree passed by the Ld. Additional Civil Judge (Senior Division) Ambala in Civil Suit No.19 of 2011 dated 03.08.2016 in favour of the present Respondents/Defendants were upheld.

2. The Suit for possession by way of Specific Performance along with Permanent Injunction filed by the Appellant/Plaintiff was dismissed by the Ld. Trial Court. The Appeal preferred against the Trial Court's Judgment was also dismissed by the Ld. Lower Appellate Court.

3. Both the Ld. Courts below had found the Appellant's claim to be out and out untenable. He had sought Specific Performance of an

alleged oral Agreement for Sale, which was claimed to have been entered into between himself and Respondent No.1 way back on 1.8.1996, on which date, the Appellant also claimed to have paid the entire sale consideration price of Rs.50,000/- to the Respondent/Defendant No.1. But in spite of such complete payment, the requisite Sale Deed was not executed on the relevant date nor even the facts were reduced into writing in any manner. Admittedly, there was a history of previous acrimonious litigations between the parties, mostly at the instance of Appellant/Plaintiff himself. The Respondents denied having entered into any such Agreement as claimed by the Plaintiff. Both the Ld. Courts below were of the view that the allegations of the Plaintiff/Appellant in the given circumstances could not be believed, since it was difficult to comprehend that in the backdrop of severe acrimony of litigations between the parties, the Plaintiff would have handed over the entire consideration price to the Defendants without executing the Sale Deed or even insisting on reducing the facts relied upon by him in writing.

4. At any rate, the Suit itself was filed almost 14 years later without disclosing any tangible reasons why the Plaintiff did not do so within a reasonable time after the Agreement in question had allegedly been entered into by the parties. His explanation in this regard was simply that all these years, the Defendant/Respondent No.1 had kept on assuring him that he would do the needful. This again is an out and out unbelievable story.

5. The Appellant thereafter has created a cause of action for filing

the Suit on the basis of his Legal Notice sent to the Respondent/Defendant No.1 on 12.8.2010. The Ld. Courts below were therefore, perfectly justified in dismissing the Suit not only disbelieving the Plaintiff/Appellant's averments on facts, but also by holding that it was miserably barred by limitation.

6. No merits. Dismissed.

(SUDIP AHLUWALIA)
JUDGE

October 03, 2019
AS

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| 1. Whether speaking/reasoned ? | Yes/No |
| 2. Whether reportable ? | Yes/No |