

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

**RSA No.3398 of 2005 (O&M)
Date of Order:24.01.2019**

Jagdish Singh

..Appellant

Versus

Tarlok Singh and another

..Respondents

RSA NO.3399 of 2005 (O&M)

Jagdish Singh

...Appellant

Versus

Sukhdev Singh and another

...Respondents

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

**Present: Mr. Prateek Gupta, Advocate,
for the appellant.**

**Mr. Vikas Singh, Advocate,
for the respondents.**

ANIL KSHETARPAL, J(Oral)

By this judgment, Regular Second Appeals No.3398 and 3399 of 2005 shall stand disposed of as both are connected. One is arising out of a suit for specific performance of the agreement to sell and the second filed by the purchaser vide sale deed dated 18.10.1994 for grant of decree for permanent injunction.

Plaintiff, who is cousin of defendant no.1 had filed a suit for specific performance of the agreement to sell against his cousin, admitted

owner of the property, on 02.11.1995. Defendant no.1 by that time already sold the property in favour of defendant no.2, who was not related to them vide sale deed dated 18.10.1994. Plaintiff also claimed declaration that the sale deed dated 18.10.1994 is not a good sale deed and does not affect his rights. Strangely, defendant no.1 admitted execution of the agreement to sell and receipt of earnest money, however, took a stand that sale deed executed by him in favour of defendant no.2 was a result of fraud and undue influence.

Both the courts after appreciation of evidence have concurrently found that the agreement to sell dated 07.06.1994 is result of collusion between the plaintiff and defendant no.1 and it is an indirect method adopted to get the sale deed set aside.

This court has heard learned counsel for the parties at length and with their able assistance gone through the judgments passed by the courts below in both the appeals as well as the record.

Certain facts which have come to the notice of the courts below clearly lead the court to one conclusion that the agreement to sell was result of collusion between the Plaintiff and defendant no.1. The reasons are:-

- (1) Defendant no.1 and plaintiff are cousin.
- (2) As per the agreement to sell dated 07.06.1994 allegedly propounded by the plaintiff, sale deed was to be executed after a period of one year, which is not normal particularly when the parties are ready to execute the sale deed and they are closely related.
- (3) Normally the cousin would not ditch his other cousin in preference to a stranger. No doubt all are residents of

same village.

- (4) There is no evidence that the relationship between the plaintiff and defendant no.1 were strained or not cordial.
- (5) Stamp vendor from whom stamp paper was purchased for execution of the agreement to sell dated 07.06.1994, has not been examined.

For the reasons recorded by the courts below as also by this court, there is no good ground to interfere.

Both the regular second appeals are dismissed.

January 24, 2019
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(ANIL KSHETARPAL)
JUDGE

Whether speaking/reasoned : Yes/No
Whether reportable : Yes/No