

IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

RSA No. 6129 of 2016(O&M)
Date of Decision: July 11, 2019

Ajit Singh

.....Appellant

versus

Joginder Singh

.....Respondent

CORAM: HON'BLE MR.JUSTICE RAMENDRA JAIN.

Present:- Mr. Raman Goklaney, Advocate
for the appellant.

None for the respondent despite service.

RAMENDRA JAIN, J. (ORAL)

The unsuccessful appellant-plaintiff has filed the instant regular second appeal for setting aside the judgment of Appellate Court dated 26.09.2016, confirming judgment and decree dated 21.01.2015 of the Civil Judge (Junior Division), Zira, whereby his suit for possession was dismissed.

Briefly, plaintiff was in cultivating possession of 5 kanal 8 marlas of land under the Central Government, which was finally allotted to him vide conveyance deed dated 23.06.2006, registered on 26.10.2006 on payment of sale consideration of Rs.9844/-. Consequently, the plaintiff became absolute owner in possession of the suit land. Mutation in this regard was also sanctioned in his favour.

According to the appellant-plaintiff on 14.05.2002, he borrowed a sum of Rs.1,00,000/- from the respondent-defendant and to secure the same on 15.05.2002, the respondent-defendant had obtained his signatures on some blank stamp papers and also in a register at his house.

However, on return of the entire loan amount, when the appellant-plaintiff

asked to return the stamp papers, duly signed by him and the said register, the respondent-defendant told that the stamp papers have already been torn and the signature of the appellant affixed in the register was crossed with pen. However, later on, converting those blank stamp papers and register, duly signed by the plaintiff, the defendant prepared a forged agreement to sell and on the basis thereof, he illegally dispossessed him from the suit land. With these broad submission, appellant-plaintiff filed a suit for possession against the respondent-defendant.

The parties led evidence in support of their case. The trial Court after hearing counsel for the parties, and, on going through the evidence and record of the case, dismissed the suit vide judgment and decree dated 21.01.2015.

Feeling aggrieved, an appeal was preferred by the appellant-plaintiff, which too was dismissed by the Ist Appellate Court vide judgment and decree dated 26.09.2016.

Learned counsel for the appellant contends that the respondent has already lost his claim qua the suit land up to this Court on dismissal of his RSA No. 4719 of 2015 decided on 21.12.2015, whereby his suit for specific performance on the basis of the impugned agreement to sell dated 15.05.2002 was dismissed. Therefore, the respondent has no right to retain possession of the suit land on the basis of above said agreement duly nullified upto this Court.

Having given thoughtful consideration to the submissions made by learned counsel for the appellant, this Court finds the present appeal merits acceptance for reasons to follow.

Respondent, despite notice of this appeal, did not choose to contest the same. Therefore, it is apparent on the record that the respondent was no more interested in the subject matter of this appeal, after losing his case on the basis of alleged agreement to sell in his favour up to this Court.

Since the alleged agreement to sell in favour of the respondent, was an unregistered document, therefore, it did not confer any title qua suit land in his favour. Consequently, his claim for possession over the suit land on the basis of impugned agreement to sell dated 15.05.2002, which as discussed above, has already been nullified up to this Court has rightly been rejected by both the Courts below.

For the reasons recorded above, the appeal is accepted. The impugned judgment and decree dated 21.01.2015, rendered by the trial Court and that of the Ist Appellate Court dated 26.09.2016 are set aside. The suit of the appellant for possession against the respondent is decreed in toto.

11.07.2019
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(RAMENDRA JAIN)
JUDGE

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