

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

**RSA No.928 of 2016 (O&M)
Date of Decision.09.01.2019**

Manohar Lal ...Appellant
Vs
Gurnam Singh ...Respondent

CORAM:HON'BLE MR. JUSTICE AMIT RAWAL

Present: Mr. Rajeshwar Singh, Advocate
for the appellant.

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AMIT RAWAL J. (ORAL)

C.M. No.2535-C of 2016

For the reasons stated in the application, delay of 236 days in re-filing of the appeal is condoned.

Application is allowed.

RSA No.928 of 2016

The appellant-plaintiff has not been successful in claiming specific performance of agreement to sell dated 07.03.2006 by filing suit on 18.07.2008, as the target date was lastly extended upto 2008. It was alleged that defendant had agreed to sell land measuring 9 kanals 11 marlas and received a sum of ₹3 lacs as earnest money and balance sale consideration of ₹1 lac was to be paid at time of registration and execution of the sale deed. The plaintiff had been ready and willing to perform his part of agreement and marked his presence on the target date.

The defendant opposed the suit by denying execution of the agreement to sell and asserted that defendant along with Balbir Sharma (son-in-law of plaintiff) and Ritesh Sharma started nine groups of committee of whom he was a member. Installements had

been paid upto 2002. Blank papers issued in this respect were misused by Ritesh Sharma and Balbir Sharma. Ritesh Sharma had filed complaint under Section 138 of the Negotiable Instrument Act, which was withdrawn as compromise was effected.

Mr. Rajeshwar Singh, learned counsel appearing on behalf of the appellant submitted that there was no connection of the plaintiff with the other suit. Even if Ritesh Sharma was witness in another case, that witness could not have been looked into for adjudication of the instant *lis*, as each case was to be adjudicated on the basis of pleadings and evidence. One line here and there in testimony of the witnesses of the agreement to sell would not be a ground for non-suiting the plaintiff.

I am afraid aforementioned argument of Mr. Rajeshwar Singh is not maintainable, as the witnesses of agreement to sell have not supported case of the plaintiff, as they feigned ignorance about particulars of the agreement, much less, admitted that signatures were obtained on the blank papers. It was a mystery that parties had intention to sell the land or otherwise.

In such circumstances, finding of fact and law cannot be said to be suffering from illegality and perversity, much less, no substantial question of law arises for determination by this Court. No ground for interference is made out. The second appeal is dismissed.

(AMIT RAWAL)
JUDGE

January 09, 2019
Pankaj*

Whether Reasoned/Speaking Yes/No

Whether Reportable Yes/No