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

RSA No.2234 of 2017 (O&M)
Date of Decision.07.02.2019

Mohammad Bashir ...Appellant

Vs

Haji Mohammad Ibrahim ...Respondent

CORAM:HON'BLE MR. JUSTICE AMIT RAWAL

Present: Mr. Mohd. Salim, Advocate
for the appellant.

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AMIT RAWAL J. (ORAL)

The appellant-defendant has not been successful in defending the suit preferred by the plaintiff regarding the specific performance of agreement to sell dated 8.3.2010, agreed to be sold @₹40,000/- per biswa, on receipt of ₹1 lakh as earnest money, by fixing the stipulated date as 07.03.2011.

Defendant denied the execution of the agreement and stated to be a loan transaction.

Plaintiff examined four witnesses and tendered documents Ex.P1 to P3 whereas defendant examined himself and closed the evidence.

Mr. Mohd. Salim, learned counsel appearing on behalf of the appellant submitted that once it was a loan transaction, the Courts below ought to have confined it to alternative relief and not specific performance.

I am afraid argument of Mr. Salim is not sustainable, as the stand taken in the written statement has not been proved through direct and cogent evidence and therefore, aforementioned evidence of

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plaintiff remained unrebutted.

In view of such circumstances, I do not find any illegality and perversity in the concurrent finding of fact rendered by the Courts below, much less, no substantial question of law arises for determination by this Court. No ground for interference is made out. Resultantly, the second appeal is dismissed.

(AMIT RAWAL)
JUDGE

February 07, 2019
Pankaj*

Whether Reasoned/Speaking Yes/No

Whether Reportable Yes/No

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