

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

**RSA No.14365 of 2018 (O&M)
Date of Order: 08.01.2019**

Suresh

..Appellant

Versus

Vishnu Dev

..Respondent

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Ms. Nupur Choudhary, Advocate,
for the appellant.

ANIL KSHETARPAL, J(Oral)

Defendant-appellant is in the regular second appeal against the concurrent findings of fact arrived at by both the courts below decreeing recovery of Rs.12,00,000/- which was paid under an agreement to sell dated 11.11.2011.

Defendant contested the suit and pleaded that the agreement to sell has been forged on blank signed papers obtained on 11.11.2011 when the defendant and his family members had executed a registered sale deed in favour of the plaintiff with respect to land measuring 16 kanals and 5 marlas.

It has come in evidence that the defendant and his family members had entered into an agreement to sell with respect to 20 kanals and 11 marlas of land on 02.09.2011. As per the agreement to sell sale deed was to be executed and registered on 02.11.2011. The date was extended by 9 days to 11.11.2011 when the defendant and his family members admittedly executed a registered sale deed for land measuring 16 kanals

and 5 marlas. With regard to remaining land and some additional land another sale deed was executed on 20.12.2011.

It is the case of the plaintiff that on the day the sale deed was executed for land measuring 16 kanals and 5 marlas, defendant had also executed by an agreement to sell with respect to another land of 6 kanals which the defendant claims that it has been forged on blank signed papers.

Learned counsel for the appellant has produced before this court a photocopy of the alleged agreement to sell. It is apparent that Suresh Kumar, defendant-appellant had purchased the stamp paper worth Rs.50/- on 11.11.2011. Thereafter, agreement to sell has been executed and Suresh Kumar had signed each page of the agreement to sell which is spread over 3 pages. On the last page, Suresh Kumar has signed immediately where narration of the agreement to sell comes to an end. In such circumstances, the courts have found that the plea taken by the defendant to the effect that signatures were obtained on blank papers stands falsified.

Learned counsel for the appellant submitted that on 11.11.2011 sale deed of 16 kanals 5 marlas only was executed because the plaintiff was not having sufficient funds. She submitted that had the plaintiff sufficient money for payment of the entire balance amount payable at the time of execution of the sale deed, the sale deed for entire land agreed to be sold i.e. Measuring 20 kanals and 11 marlas would have executed.

This court has considered the submission, however, do not find substance therein. If the signatures for extension of time for execution and registration of the sale deed for remaining land was to be taken, all the persons who had entered into an agreement to sell on 02.09.2011 would have signed fresh agreement for extension of the date. Admittedly, on

11.11.2011 as many as 5 family members had executed the sale deed. Still further there is a written contract between the parties duly signed by the defendant. Such written contract has been found to be genuine on appreciation of evidence by both the courts below. No doubt, defendant has pleaded that his signatures were obtained on blank papers but no cogent evidence in support thereof was led. The plea taken by the party is to be supported by a cogent evidence once a written contract is sought to be explained/avoided.

Since, attention of the court has not been drawn towards any substantive evidence in support of the plea, therefore, this court does not find any good ground to interfere with the concurrent findings of fact arrived at by both the courts below.

The regular second appeal is dismissed.

January 08, 2019
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(ANIL KSHETARPAL)
JUDGE

Whether speaking/reasoned
Whether reportable

: Yes/No
: Yes/No