

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

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RSA No.3243 of 2019 (O&M)

Date of decision : 13.02.2020.

Satnam Singh and another

... Appellants

Versus

Balwant Singh

.. Respondent

CORAM :HON'BLE MR.JUSTICE ANUPINDER SINGH GREWAL

Present:- Mr. Sanjeev Kumar Arora, Advocate for the appellants.

Anupinder Singh Grewal, J. (Oral)

The appellants have challenged the judgments of the Courts below whereby the suit preferred by the respondent/plaintiff for specific performance of agreement to sell dated 14.12.2012 had been decreed and the relief of specific performance has been granted.

Learned counsel for the appellants/defendants contends that the appellants were illiterate persons and had been hoodwinked into agreement to sell pertaining to another piece of land.

Heard.

The respondent/plaintiff had filed a suit for specific performance for agreement to sell dated 14.12.2012 directing the appellants/defendants to execute the sale deed pertaining to the land measuring 05 kanals 15 marlas bearing 115/148 share of land measuring 7 kanals 8 marlas bearing Khewat No.159, Khatauni No.213, Khasra No.27M//14(3-8) and 15/1 (4-0), village Behak Pachharian, Tehsil Zira for consideration of ₹4,50,000/- by adjusting ₹2,00,000/- paid as earnest money. The respondent/plaintiff had led in his evidence that he had marked his presence by preferring an application before the Sub-Registrar, Zira on the target date i.e. 10.01.2013 as the appellants/defendants did not come forward to execute the sale deed despite his

readiness and willingness to do so. He had also tendered his affidavit as Ex.PW-1/A. He had proved on record the original agreement to sell dated 14.12.2012 as Ex.P1 and an application for marking his presence before the Sub-Registrar, Zira as Ex.P2. PW-2 Baldev Rai, who was an attesting witness, had also filed his affidavit and proved on record the agreement to sell Ex.P1. PW-3 Santokh Singh had proved the application filed by the plaintiff/respondent in the office of Sub-Registrar as Ex.P2. He had identified the signatures of the Joint Sub-Registrar, Zira as Ex.P2/A.

On the other hand, the appellants/defendants, in their written statement before the trial Court, had admitted the agreement to sell dated 14.12.2012 (Ex.P1), but have pleaded that they were illiterate persons and had been duped by executing another sale deed prior to the target date, mentioning different khasra numbers. However, they have not led any cogent evidence with regard to their pleadings. In his cross-examination, appellant No.1/defendant No.1 Satnam Singh, who had appeared as DW-1, has stated that he has been duped but he has not filed any FIR against the plaintiff/respondent in this regard.

In the event, the appellants/defendants had been duped and would have known about the aforesaid fact at an earlier stage, they would have lodged the FIR promptly in this regard. Consequently, I do not find any merit in this petition which stands dismissed.

(ANUPINDER SINGH GREWAL)
JUDGE

February 13, 2020
sonia gugnani

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