

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

RSA No.4934 of 2019 (O&M)
DATE OF DECISION : 7th JANUARY, 2020

Amar Singh

.... Appellant

Versus

Gurdeep Singh

.... Respondent

CORAM : HON'BLE MR. JUSTICE RAJBIR SEHRAWAT

* * * *

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

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RAJBIR SEHRAWAT, J. (Oral)

CM-14030-C-2019

For reasons mentioned in the application, delay of 27 days in re-filing the appeal is condoned.

The application stands allowed accordingly.

RSA No.4934 of 2019

This is regular second appeal filed by the defendant challenging the judgment and decree passed by the courts below in a suit for specific performance qua an agreement to sell the land; mentioned in the said agreement.

The suit was filed by the plaintiff alleging therein that the appellant herein had agreed for selling a land measuring 1 bigha situated in village Dappar, Tehsil Dera Bassi, District SAS Nagar, to him for a sum of ₹5 lakhs. The date of execution of the sale deed was fixed for 18.08.2011. However, the defendant/appellant herein was not interested in executing the sale deed. As a result, the suit for decree for specific performance was filed. The plaintiff led evidence to prove the factum of

the execution of the agreement to sell by the present appellant. Accordingly, the suit was partly allowed, however, the relief qua execution of the sale deed was not granted. Aggrieved, against the said judgment and decree passed by the trial court, the plaintiff, as well as the present appellant/defendant, both filed separate appeals before the lower appellate court. The lower appellate court allowed the appeal filed by the plaintiff and decreed the suit filed by the plaintiff in toto, and at the same time dismissed the appeal filed by the present appellant-defendant. It is against the said judgment passed by the lower appellate court that the present appeal has been preferred by the defendant.

The only argument raised by the counsel for the appellant is that the appellant had never executed the alleged agreement to sell. At that time, in fact, there has been transaction dated 07.10.2011; whereby the plaintiff had sold a trola to the present appellant/defendant. In the process, the plaintiff had got signed certain blank papers, on which the alleged agreement has been fabricated. It is further contended that the scribe of the alleged agreement was not produced as witness by the plaintiff. Rather, the defendant/present appellant, presented the said person as witness; and he had deposed that he had not scribed the said agreement to sell. Still further, it is submitted that the agreement to sell is belied also by the fact that the sale consideration shown in the agreement is only ₹5 lakhs, whereas; at the relevant time; the said land was worth much more value.

Having heard the argument of the counsel for the appellant and having perused the file, this court does not find any substance in the argument of the counsel for the appellant. It has come on record that the

said agreement to sell has been scribed on stamp paper; which is purchased on 08.12.2010. The said stamp paper is also purchased by the present appellant himself; as per the record. Accordingly, the trial court has rightly recorded the finding that the present appellant cannot take a turn around to say that the agreement was created on a blank paper which was got signed by the plaintiff on 07.10.2010. It has come on record that the present appellant has not even taken any plea that he had signed on any blank papers after 07.10.2010. Hence, the court below has rightly recorded the finding that it has been proved that the stamp paper in question was procured by the appellant himself on 08.12.2010 and the agreement was duly executed thereon.

So far as the second argument of the counsel for the appellant that the agreement is showing the land to be under valued, is concerned, the same is also liable to be rejected. Even as per the statutory law, mere inadequacy of the consideration is not a ground to doubt the validity of the agreement.

Hence, this court does not find any illegality or perversity with the judgment and decree passed by the court below. Besides this no substantial question of law has been pointed out by the counsel for the appellant.

In view of the above, finding no ground to interfere with the findings recorded by the court below, the present appeal is dismissed.

7th JANUARY, 2020
'raj'

(RAJBIR SEHRAWAT)
JUDGE

<i>Whether speaking/reasoned:</i>	<i>Yes</i>	<i>No</i>
<i>Whether Reportable:</i>	<i>Yes</i>	<i>No</i>