

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

RSA No. 180 of 2018 (O&M)

Date of decision: 06.02.2020.

Prem Singh

..... Appellant.

Versus

Sanjay and others

..... Respondents.

CORAM: HON'BLE MR. JUSTICE ANUPINDER SINGH GREWAL

Present:- Mr. Randhir Singh Hooda, Advocate, for the appellant.

ANUPINDER SINGH GREWAL, J. (ORAL)

CM No. 385-C of 2018

This application is for condonation of delay of 50 days in re-filing the appeal.

Heard. For the reasons stated in the application, the same is allowed and the delay of 50 days in re-filing the appeal is condoned.

RSA No. 180 of 2018 (O&M)

The appellant/defendant has impugned the judgments and decrees of the Courts below whereby the suit preferred by the respondents/plaintiffs for specific performance of the agreement to sell has been decreed.

Learned counsel for the appellant/defendant contends that the money, which was allegedly paid for the agreement to sell, was in reality a loan transaction and the respondents/plaintiffs had taken undue advantage of the appellant/defendant by misrepresenting and getting the agreement to sell registered.

Heard.

The agreement to sell had been executed between the appellant/defendant and Rattan Singh, the predecessor of the respondents/plaintiffs, on 16.03.2009. It was registered in the office of the Sub-Registrar, Palwal.

Bhagwan Singh Badhana, Deed Writer has appeared as PW2 and deposed that he had prepared the agreement to sell for 225 sq. yards for a sum of ₹4,95,000/- out of which earnest money of ₹4,80,000/- was paid. He had also stated that the agreement was read over and only after the parties understood the contents thereof the appellant/defendant had appended his signatures thereon. He also identified the signatures of the appellant/defendant thereon. He also proved the agreement to sell (Ex. P1), receipt (Ex. P2) and entry in his register (Ex. P3). The signatures of the appellant/defendant were also there in his register. Dharampal, the attesting witness, has deposed as PW3. He had tendered his affidavit (Ex. PW3/A) wherein he deposed that the agreement to sell was executed in his presence. PW4 Ajit, who was the witness to the agreement to sell, had also proved the execution of the agreement and its registration in the presence of the parties before the Sub-Registrar. The appellant/defendant has appeared as DW2. He, in his cross-examination, had admitted that he is 10th pass and is proficient both in English and Hindi. He identified his signatures on agreement to sell (Ex. P1) and receipt (Ex. P2) and also identified his signatures on the back of the second page and at his photograph on the agreement to sell (Ex. P1). He accepted his entry and signatures in the register at serial No. 114 dated 16.03.2009.

Desh Raj, who is the official from the office of Sub Registrar,

had also appeared as PW1 and had produced the original record of the agreement to sell (Ex. P1). It was mentioned in the agreement to sell (Ex. P1) that the document had been read over to the parties by the Sub Registrar and both the parties after understanding the contents thereof had signed the same. The transaction of ₹4,80,000/- had also taken place before the Sub Registrar. Rattan Singh, the predecessor of the respondents/plaintiffs, had also marked his presence in the office of the Sub Registrar on the target date, i.e. 16.03.2010 and had filed his affidavit before the Sub Registrar.

In the wake of the overwhelming aforementioned evidence, the bald averments of the appellant/defendant that the money was exchanged as a loan transaction and he was misled while entering into the agreement to sell would not carry much credence. There is merely a suggestion to this effect in the cross-examination of plaintiff/respondent No. 4 - Ajit and, therefore, not much benefit can be derived by the appellant/defendant in this regard.

Consequently, I do not find any merit in the instant appeal, which stands dismissed.

(ANUPINDER SINGH GREWAL)
JUDGE

06.02.2020
Ramesh

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No