

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

RSA No.433 of 2020(O&M)

Date of decision: 3.2.2020

Manga Singh

.....Appellant

VERSUS

Deep Singh and another

.....Respondents

CORAM: HON'BLE MRS. JUSTICE REKHA MITTAL

Present: Mr. Sherry K. Singla, Advocate for the appellant.

REKHA MITTAL, J.

Challenge in the present appeal has been directed against concurrent findings recorded by the Courts whereby suit for specific performance of agreement to sell dated 17.07.2014 in respect of land measuring 8 kanals, detailed in para 1 of the judgment of trial Court, was decreed vide judgment and decree dated 15.09.2017 passed by the trial Court that came to be affirmed in appeal by the Additional District Judge, Bathinda.

The sole submission made by counsel for the appellant is that Deep Singh and Daler Singh – respondents/plaintiffs are sons of Sukha Singh and Sukhwinder Kaur. Previously, Amandeep Kaur wife of Manga Singh – appellant entered into an agreement for sale of land measuring 20 kanals in favour of Sukhwinder Kaur wife of Sukha Singh to the extent of 3/5 and Rajvir Kaur wife of Arjan Singh of 2/5 share. In respect of the said agreement, sale deed was executed in favour of Rajvir Kaur and

Sukhwinder Kaur but there remained a dispute between them with regard to payment of Rs.13,50,000/- out of total sale consideration in respect whereof agreement Mark DA was prepared and the said fact has not been denied in cross examination of witnesses of the respondents/plaintiffs. It is further argued that since there was dispute between Amandeep Kaur on one hand and Rajvir Kaur and Sukhwinder Kaur married to real brothers on the other hand with regard to Pahi/passage on account of which the agreement Mark – DA with regard to liability of Rajvir Kaur and another to pay balance sale consideration of Rs.13,50,000/- was executed. The agreement in dispute in respect of 8 kanals of land was got executed from the appellant in favour of sons of Sukhwinder Kaur in the morning hours of 17th July of 2014 but the same was not returned by the respondents despite execution of sale deed dated 17.07.2014 by Amandeep Kaur wife of the appellant in favour of aforesaid Rajvir Kaur and Sukhwinder Kaur. It is argued with vehemence that the Courts have failed to appreciate the materials on record in right perspective, thus, judgments impugned suffer from perversity and are liable to be set aside.

I have heard counsel for the appellant, perused the paper-book particularly the judgments impugned and copies of documents supplied during the course of hearing.

Before adverting to the submissions made by counsel for the appellant, it is pertinent to note that concurrent factual findings do not warrant intervention unless they suffer from perversity or raise a question of law that needs determination in second appeal.

The agreement mark-DA is dated 16.07.2014 though it bears Sr. No.7882 dated 17.07.2014 which shows that dispute in respect of

providing pahi (passage) after getting the land demarcated by Amandeep Kaur aforesaid and liability of Rajvir Kaur and Sukhwinder Kaur to pay balance sale consideration of Rs.13,50,000/- subsequent thereto had already cropped up between Amandeep Kaur as first party and Rajvir Kaur and Sukhwinder Kaur being second party. The sale deeds in respect of land measuring 20 kanals in favour of Sukhwinder Kaur to the extent of 3/5 share i.e. 12 kanals and 2/5 share i.e. 8 kanals in favour of Rajvir Kaur are dated 16.07.2014 but appears to be registered on 17.07.2014. Had it been true that the instant agreement been executed by the appellant in connection with settling some dispute between his wife and purchaser of 20 kanals of land from her, there was no reason for the appellant or his wife not to insist for return of the instant agreement either before getting the sale deeds registered or at any time prior to institution of suit filed in March 2015. These facts falsify and belie contentions raised by the appellant that either he did not enter into an agreement with an intention to sell the suit land or the respondents/plaintiffs have wrongly been allowed specific performance thereof on payment of balance sale consideration etc.

In view of what has been discussed hereinbefore, finding no merit, the appeal fails and is accordingly dismissed in limine.

February 3, 2020
'D. Gulati'

(REKHA MITTAL)
JUDGE

Whether speaking/reasoned	:	yes/no
Whether reportable	:	yes/no