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15-03-2022

Ct. 8

FA 174 of 2019
CAN 1 of 2020 (old CAN 2315 of 2020)

Asit Kumar Midya
Versus
Manaranjan Kamila & Anr.

Mr. Debasis Sur, Adv.
Mr. Angshuman Patra, Adv.
Mr. Mrinmoy Chatterjee, Adv.
...for the appellant

We have heard the learned Counsel for the appellant. The appellant contended before the learned Trial Court that, on the basis of an agreement executed by and between the parties, a sum of Rs.4,00,000/- was advanced to the defendants as an earnest money for the purchase of the suit property. The defendants, however, did not execute the deed of conveyance in their favour. The appellant before the Trial Court relied upon an agreement for sale dated 9th December, 2011, which appears to be printed on a Stamp Paper of Rs.50/- and contains four papers without bearing any signature or LTI of either of the parties to the suit. The appellant, however, strenuously contended before the learned Trial Court that the said document should be treated as a complete agreement between the parties irrespective of the fact that it does not bear any signature.

We are unable to agree with the said submission made on behalf of the appellant. For all practical purposes, the said agreement has to be treated as nonest and the plaintiff is required to be proved an oral agreement between the parties to succeed in the suit. Admittedly, the plaintiff was unable to prove the oral

agreement between the parties.

On such consideration, we are of the view that the judgment of the learned Trial Court was correct and does not call for any interference.

The appeal being FA 174 of 2019 and the connected application, being CAN 1 of 2020 (old CAN 2315 of 2020) are dismissed.

Urgent photostat certified copy of this order, if applied for, be supplied to the parties upon compliance of all requisite formalities.

(Ajoy Kumar Mukherjee, J.)

(Soumen Sen, J.)