

In the High Court of Punjab and Haryana, at Chandigarh

Civil Revision No. 6934 of 2018

Date of Decision: 15.07.2022

Bhagwant Kaur

... Petitioner(s)

Versus

Kewal Singh and Others

... Respondent(s)

CORAM: Hon'ble Mr. Justice Anil Kshetarpal.

Present: Mr. Sunny K. Singla, Advocate
for the petitioner(s).

Mr. Ajay Pal Singh, Advocate
for the respondent No.1.

Anil Kshetarpal, J.

1. The petitioner herein is a defendant in a suit for grant of decree for possession by way of specific performance of the agreement to sell. The plaintiffs' claim that defendant No.1-Smt.Bhagwant Kaur entered into an agreement to sell, with them, on 30.05.2006 with respect to the land measuring 5 bighas. The defendant No.1 contested the suit by alleging that the agreement to sell was without any consideration and by a subsequent agreement to sell dated 15.02.2013, the previous agreement to sell dated 30.05.2006 was cancelled. The trial Court has culled out the following issues:-

“1. Whether the plaintiff is entitled to possession by way of specific performance of agreement to sell dated 30.05.2006? OPP

2. *Whether the plaintiff is entitled to alternative relief of Rs.5,50,000/- along with damages, mesne profits? OPP*
3. *Whether the plaintiff is entitled to permanent injunction as prayed for? OPP*
4. *Whether the plaintiff was and is ready and willing to perform his part of contract? OPP.*
5. *Whether the agreement to sell dated 30.05.2006 is without consideration? OPD*
6. *Whether the suit is barred under Order 2 Rule 2 CPC? OPD*
7. *Whether the suit of plaintiff is not legally maintainable in the present form? OPD*
8. *Relief”.*

2. An application, filed by the plaintiffs for permission to examine the Handwriting and Fingerprint Expert in rebuttal evidence, has been allowed. The plaintiffs want to prove that the agreement to sell was never cancelled on 15.02.2013. The trial Court has permitted the plaintiffs to lead evidence, in rebuttal.

3. Heard the learned counsel representing the parties, at length and with their able assistance, perused the paper-book.

4. The learned counsel representing the petitioner, with all vehemence at his command, contends that the plaintiffs can be permitted to lead rebuttal evidence only on the issue, onus whereof is on the defendants.

On the other hand, the learned counsel representing the respondent No.1 (plaintiff) contends that the plaintiff wants to lead rebuttal evidence on issue

No.6, onus whereof was on the defendants.

5. In view of the aforesaid facts, no ground is made out to interfere. Hence, the present revision petition is dismissed.

(Anil Kshetarpal)
Judge

July 15, 2022
“DK”

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No