

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

RSA No.683 of 2022 (O&M)

Date of Decision: 30.03.2022

Amarjit Singh

.....Appellant.

Versus

Gurdev Singh Bajwa and others

.....Respondents.

CORAM: HON'BLE MRS. JUSTICE MEENAKSHI I. MEHTA

Present:- Mr. Gaurav Sharma, Advocate
for the appellant.

Mr. Munish Garg, Advocate and
Mr. Vikram Singh, Advocate
for the respondents-caveators.

MEENAKSHI I. MEHTA, J.(Oral)

Feeling aggrieved by the judgment and decree dated 10.01.2020 passed by the Additional Civil Judge (Senior Division), Barnala (for short 'the trial Court') decreeing the Civil Suit preferred by the respondents-caveators-plaintiffs (here-in-after to be referred as 'the plaintiffs') against the appellant-defendant (here-in-after to be referred as 'the defendant') for seeking the relief of specific performance of the agreement to sell dated 01.10.2015 in respect of the suit land and also by the judgment and decree dated 11.02.2022 handed down by the Additional District Judge, Barnala (for short 'the lower Appellate Court') whereby the appeal preferred by him (defendant) to lay challenge to the aforementioned judgment and decree as passed by the trial Court, has been

dismissed, the defendant has chosen to prefer this appeal.

As per the brief factual matrix culminating in the instant regular second appeal, the plaintiffs filed the above-said Civil Suit while averring that the defendant had executed the afore-said agreement to sell the suit land, in their favour for the sale consideration of Rs.41 lac and a sum of Rs.39 lac was paid to him as earnest money. They have always been ready and willing to perform their part of the contract but the defendant had failed to execute the sale-deed in their favour in pursuance of this agreement.

The defendant, in his written statement, contested the claim of the plaintiffs, *inter-alia*, on the grounds of locus-standi, cause of action, maintainability, concealment of true facts from the Court, estoppel as well as mis-joinder of the parties and non-joinder of necessary parties and has also asserted that in fact, the plaintiffs had invested a sum of Rs.40 lac with an investment Company after enquiring about the same from him but the said Company could not pay the interest to its investors and the plaintiffs threatened to get him implicated in some false criminal case and got the afore-said agreement to sell executed by him whereas in fact, he had never received the amount of Rs.39 lac from them towards the payment of any sale consideration.

The plaintiffs filed their replication re-iterating their earlier stand as taken in the plaint besides controverting the assertions as set-forth by the defendant in his written-statement and the parties were put to the trial while framing the issues. After appreciating and evaluating the

evidence as led on the record and hearing learned counsel for both the parties, the trial Court decreed the suit in favour of the plaintiffs vide the impugned judgment and decree dated 10.01.2020 and the appeal preferred by the defendant to assail the same, has also been dismissed by the lower Appellate Court vide the impugned judgment and decree dated 11.02.2022.

I have heard learned counsel for the appellant-defendant as well as learned counsel for the respondents-caveators-plaintiffs in the present appeal and have also perused the file carefully.

Learned counsel for the defendant contends that the defendant had executed the said agreement to sell under the threat and coercion at the instance of the plaintiffs regarding his implication in some false criminal case and he (defendant) never intended to sell the suit land in their favour and moreover, the plaintiffs have not been able to substantiate the factum of their capacity to pay the sale consideration and therefore, the impugned judgments and decrees passed by both the Courts below, are not legally sustainable and are liable to be set-aside.

Per contra, learned counsel for the plaintiffs argue that the defendant did execute the said agreement to sell out of his own sweet will but now, he is not inclined to honour the same despite having received the said amount of Rs.39 lac from the plaintiffs and hence, both the impugned judgments and decrees are perfectly legal.

I find merit in the arguments advanced by learned counsel for the plaintiffs because the said agreement to sell dated 01.10.2015 was got duly registered on 05.10.2015. Thereafter, the date of execution and

registration of the sale-deed was also extended from 15.05.2016 to 15.12.2016. Thus it is explicit that the defendant had ample opportunities/time to report or complain about the alleged threat or coercion, i.e before and at the time of appearing before the competent Authority for the registration of the said agreement and even thereafter but however, there is nothing on the file to show that he had ever approached any competent authority for seeking the redressal of his afore-said grievance.

Moreover, as specifically observed by the lower Appellate Court in Para No.12 of the impugned judgment dated 11.02.2022, though the defendant, in his written statement, had admitted the factum of the execution of the said agreement to sell but during his cross-examination while appearing as DW1, he has denied the said fact. Thus, he has blown hot and cold in the same breath and this fact goes to the very root of the truthfulness and veracity of his above-said version regarding the execution of the said agreement by him under any pressure or coercion at the hands of the plaintiffs. It being so, the contention regarding the capacity of the plaintiffs to pay the sale consideration also pales into insignificance especially in the circumstances when the factum of the payment of the afore-said amount by the plaintiffs to him, finds mention in the said agreement itself, as observed by the lower Appellate Court in Para 13 of the impugned judgment dated 11.02.2022.

As a sequel to the fore-going discussion, it follows that the impugned judgments and decrees do not suffer from any illegality,

infirmity, irregularity or perversity and therefore, the same deserve to be affirmed and upheld.

Resultantly, the appeal in hand, being *sans* any merit, stands dismissed.

March 30, 2022
Yag Dutt

(MEENAKSHI I. MEHTA)
JUDGE

Whether speaking/reasoned: *Yes*

Whether Reportable: *Yes*