

In the High Court of Punjab and Haryana, at Chandigarh

Regular Second Appeal No. 1815 of 2019 (O&M)

Date of Decision: 11.05.2022

Hansraj

... Petitioner(s)

Versus

Dharampal Yadav

... Respondent(s)

CORAM: Hon'ble Mr. Justice Anil Kshetarpal.

Present: Mr. Atul Yadav, Advocate
for the petitioner(s).

Anil Kshetarpal, J.

1. While assailing the concurrent findings of facts arrived at by both the Courts below, the plaintiff has filed this regular second appeal.

2. Some facts are required to be noticed. The plaintiff filed a suit on 23.08.2014 for possession by way of specific performance of the agreement to sell. He claims that the defendant-Dharampal Yadav had entered into an agreement to sell dated 13.06.2005 with respect to the land measuring 1 kanal on receipt of the entire sale consideration. The plaintiff, after sending a notice in the year 2014, filed the present suit.

3. The defendant-Dharampal Yadav contested the suit while alleging that late Sh.Chiranjil Lal (father of the plaintiff) had entered into an agreement to sell with him on 22.07.2003 for a sum of ₹67,00,000/-. However, subsequently, the aforesaid agreement to sell was cancelled and some part of the property was transferred in favour of the defendant. It has

further been asserted that the plaintiff, while executing the cancellation deed,

has obtained his signatures on the blank papers. Both the Courts below have found that the plaintiff is not entitled to the relief on the following grounds:-

- i) the plaintiff is guilty of concealing the cancellation deed dated 13.06.2005;
- ii) as per “No Objection Certificate” issued by the plaintiff (Ex.D5) dated 12.02.2013, the agreement, if any, ceased to have any effect;
- iii) there is an unexplained delay of more than nine years in filing the suit;
- iv) the scribe of the agreement to sell has not been examined.

4. Heard the learned counsel representing the appellant and with his able assistance, perused the paper-book.

5. The learned counsel representing the appellant contends that late Sh.Chiranji Lal (father of the appellant) had executed the sale deed of the land measuring 2 kanals in favour of the defendant-Dharampal Yadav and it was agreed that he would return 1 kanal of land to the plaintiff. On a Court question, the learned counsel admits that in the cancellation deed dated 13.06.2005, there is no provision for returning 1 kanal of land to the plaintiff. Furthermore, the plaintiff has signed and issued “No Objection Certificate” on 12.02.2013 wherein he has admitted that the appellant’s father had sold 1 kanal of land in favour of the defendant-Dharampal Yadav. There is no reference to the agreement to sell dated 13.06.2005.

6. Keeping in view the aforesaid facts, no ground is made out to interfere with the concurrent findings of facts arrived at by both the Courts below. Consequently, the present appeal is dismissed.

7. The miscellaneous application(s) pending, if any, shall also stand disposed of.

(Anil Kshetarpal)
Judge

May 11, 2022
“DK”

Whether speaking/reasoned :Yes/No
Whether reportable : Yes/No