

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

(1) RSA No.4897-2010 (O&M)
Date of Order: 18.05.2022

Narender Singh ..Appellant
Versus

Suresh Kumar ..Respondent

(2) CR-2448-2015 (O&M)

Narender Singh ..Petitioner
Versus

Suresh Kumar ..Respondent

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. C.B.Goel, Advocate, and
Mr. Rajinder Goel, Advocate
for the appellant (in RSA No.4897 of 2010)
for the petitioner (in CR-2448 of 2015)

Mr. Rajinder Goyal, Advocate
for the respondent.

ANIL KSHETARPAL, J(Oral)

The defendant is the appellant. Both the courts granted decree for possession by way of the specific performance of the agreement to sell dated 20.05.2000. The defendant denied the execution of the agreement to sell and asserted that the signatures have been taken by the plaintiff-brother of the commission agent. Madan Lal-DW2 while appearing in evidence has admitted the execution of the agreement to sell.

This Bench has heard the learned counsel representing the parties at length and with their able assistance perused the paper book.

The witness appearing on behalf of the defendant has admitted the execution of the agreement to sell. The contract between the parties is made in writing. The plaintiff is proved to be ready and willing to perform

his part of the contract on the agreed date. He attended the office of sub-registrar on the date agreed upon by the parties and got the affidavit attested from the Sub-Registrar. Subsequently, the plaintiff sent a notice calling upon the defendant to execute the sale deed on 15.07.2002. Unfortunately, on 15.07.2002, there was a public holiday. Therefore, the plaintiff went on 16.07.2002, but the defendant did not come on that day to perform his part.

It has been noticed that the regular second appeal was kept pending by using all the means to delay the decision. Even the appellant did not appear before the Court to take up the appeal for preliminary hearing for a period of 12 years. The learned counsel failed to draw the attention of the Court to any substantive error in the judgment, passed by both the Courts below. On the deposit of the sale consideration, the sale deed has been executed and the possession has also been delivered to the decree holder. Consequently, the period of deposit of the decretal amount will be deemed to have extended till the date of its deposit.

Finding no merit, the appeal is dismissed.

Civil Revision No.2448 of 2015

In this civil revision, the only objection raised is that the decree holder did not deposit the amount within the time prescribed by the trial Court.

It is evident that after the the trial court passed the judgment, the defendant filed first appeal as well as second appeal which has remained pending.

Keeping in view the conduct of the appellant, the period of deposit of the decretal amount has been extended.

Hence, no ground to interfere is made out.

The revision petition is also dismissed.

All the pending miscellaneous applications, if any, are also disposed of.

May 18, 2022

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(ANIL KSHETARPAL)
JUDGE

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