

2023:PHHC:162349

**108 IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH
RSA-373-2017 (O&M)
Date of decision: 16.12.2023**

Chhaju Ram

....Appellant

Versus

Harnam Singh

..Respondents

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present:- Mr. Manoj K Tanwar, Advocate for the appellant

ANIL KSHETARPAL, J (Oral)

CM-821-C-2017

1. For the reasons stated in the application, delay of 118 days in filing the appeal is condoned.

2. CM stands allowed.

Main case

3. In this Regular Second Appeal, the plaintiff assails the correctness of the concurrent findings of fact arrived at by the courts below, while dismissing his suit for grant of decree of possession by way of the specific performance of the agreement to sell. Both the courts, on appreciation of evidence, have concurrently found that in fact there was a money transaction, which was camouflaged into an agreement to sell. Moreover, it has come on record that the plaintiff did not visit the office of the Sub-Registrar on the agreed date when the sale deed was to be registered.

4. Learned counsel representing the appellant contends that the courts have erred in concluding that the agreement to sell

was executed as a security document in order to secure the repayment of the loan. He submits that a clause enabling the proposed vendor to refund the amount by a particular date would not be sufficient to come to this conclusion.

5. This Court has considered the submissions made by the learned counsel representing the appellant. In the agreement to sell, it has been recited that if the defendant refunds Rs.1,30,000/- before 03.07.2008, the agreement to sell would stand cancelled. The courts have concluded that the aforesaid clause is unusual. Furthermore, the alleged agreement to sell was entered into on 04.09.2007 whereas the sale deed was to be executed on or before 03.07.2008, i.e after a period of nearly 10 months from the date of the agreement to sell.

6. If two views are possible for interpretation, the court while exercising the second appellate jurisdiction is not expected to interfere.

7. Hence, no ground to interfere is made out.

8. Dismissed.

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

16.12.2023

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Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No

(ANIL KSHETARPAL)
JUDGE