

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

RSA No.1112 of 2021 (O&M)

Date of Order:15.03.2024

Jan Mohammad

.Appellant

Versus

Rashid and another

..Respondents

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. Amit Jain, Advocate
for the appellant.

ANIL KSHETARPAL, JC.M.No.4835-C-2021

1. For the reasons mentioned in the application, which is supported by an affidavit, the delay of 03 days in filing the appeal is condoned.

2. CM stands disposed of.

MAIN

3. The plaintiff has filed this regular second appeal challenging the correctness of the concurrent findings of fact arrived at by the courts below while dismissing his suit for specific performance of the agreement to sell. The disputed property has already been transferred by a registered sale deed in favour of Smt. Rukhsida wife of Mr. Vakeel.

4. The plaintiff filed a suit on 26.11.2014, seeking relief of specific performance on the basis of the agreement to sell dated 27.05.2013.

5. The said agreement to sell is a total payment agreement, allegedly executed on 27.05.2013. The plaintiff is stated to have paid

Rs.1,50,000/- towards purchase of a small plot.

6. Both the courts on appreciation of the evidence have come to a conclusion that the plaintiff has failed to prove his case.

7. This Bench has heard the learned counsel representing the appellant at length and with his able assistance perused the paper book.

8. The learned counsel representing the appellant submits that the reasons recorded by the courts below that the proper description of the property has not been given is erroneous because the details of the properties on all four directions was given and hence, there was sufficient clarity with regard to the description of the property. The learned counsel representing the appellant has produced a photocopy of the agreement to sell for the perusal of the Court.

9. It is evident that the suit property is identified by the properties located in all four directions. However, the length or breadth of the plot have not been disclosed in the said agreement to sell. Rather the aforesaid description has been left blank. Moreover, it has come in evidence that the appellant did not have a single penny of his own for purchase of the property. The appellant claims that he borrowed Rs.50,000/- from Sh. Suresh Chand and the remaining amount of Rs.1,00,000/- by mortgaging his other land. Thus, the total payment of Rs.1,50,000/- is claimed to have been paid after borrowing the amount. Additionally, the appellant has failed to prove that the agreement to sell was executed on 27.05.2013, because it has not been entered in the register of any professional scribe. Moreover, the plaintiff has failed to give explanation for failing to get the sale deed registered on the day the alleged agreement to sell was entered into between the parties.

- 10.Keeping in view the aforesaid facts and discussion, no ground to interfere is made out.
- 11.Dismissed.
- 12.All the pending miscellaneous applications, if any, are also disposed of.

March 15, 2024

(ANIL KSHETARPAL)

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JUDGE

Whether speaking/reasoned

:YES/NO

Whether reportable

:YES/NO