

2024:PHHC:046974

**151 IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

1.RSA-2791-1993 (O&M)

Sh.Ram Kumar

....Appellant

Versus

Sh.Bhulla Ram (since deceased) through his LRs and others

..Respondents

2.COCP-3589-2014

Sh.Ram Kumar

.....Petitioner

Versus

Lakhmi Chand and others

.....Respondents

Date of decision: 04.04.2024

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present:- Mr. Ashwani Bhardwaj, Advocate for
Mr. Jagjeet Beniwal, Advocate for the appellant
in RSA-2791-1993 and
for the petitioner in COCP-3589-2014

Mr.Akshay Kumar Goel, Advocate
for the respondents no. 1(i) to 1(vi)
in RSA-2791-1993 and
for the respondents in COCP-3589-2014

ANIL KSHETARPAL, J (Oral)

1. With the consent of the learned counsel representing the parties, these two connected cases i.e RSA-2791-1993 and COCP-3589-2014 shall stand disposed of by this common order.

2. In the Regular Second Appeal, the plaintiff assails the correctness of the judgment and decree passed by the First Appellate Court, in which in turn has reversed the judgment and decree passed by the trial court.

3. In order to comprehend the issue involved in the present case, some relevant facts, in brief, are required to be noticed.

4. Sh.Hardwari was the common ancestor. He had two sons namely Sh.Bhulla Ram and Sh.Prabhu. The plaintiff-appellant is Sh.Ram Kumar son of Sh.Bhulla Ram whereas defendant no.2 Sh.Goria is son of Sh.Prabhu. Defendant no.1 is son of Sh.Goria. The plaintiff is an unmarried and issueless person. He mortgaged the suit land for Rs.6,000/- in favour of Sh.Goria. This mortgage is not disputed. Subsequently, Sh.Ram Kumar also executed a registered sale deed in favour of Sh.Bhulla s/o Sh.Goria for Rs.11,000/-. It was recorded in the sale deed that he has received Rs.5,000/- whereas Rs.6,000/-, the amount of mortgage money has been adjusted. The plaintiff claims that he intended to execute a lease deed but a sale deed has been registered. The trial court decreed the suit, however, the First Appellate Court reversed the decree. It has been found by the First Appellate Court that the plaintiff's suit was hopelessly filed beyond the prescribed time as the sale deed was executed in January, 1975 whereas the suit was filed in the year 1986. Moreover, the First Appellate Court has held that the appellant is not a rustic villager as he had already executed a mortgage deed. In any case, the sale deed in favour of a close relative. Although,

the plaintiff has claimed that he initiated to execute a lease deed, however, no cogent evidence in this regard was produced.

5. Heard the learned counsel representing the parties at length and with their able assistance perused the paperbook, alongwith the requisitioned record.

6. Learned counsel representing the appellant contends that a fraud was played upon the appellant and hence, the period of limitation will begin to run from the date of knowledge.

7. This Court has considered the submissions made by the learned counsel representing the parties.

8. The First Appellate Court, upon appreciation of evidence, has come to a firm conclusion that there was no fraud or misrepresentation. It is the case of the plaintiff that he intends to execute a lease deed for a period of 10 years. In these circumstances, the plaintiff cannot claim lack of knowledge of the document, particularly when the registered sale deed was executed in favour of a close family member.

9. Keeping in view the aforesaid facts, no ground to interfere is made out.

10. Hence, the Regular Second Appeal stands dismissed.

11. The Contempt petition has been filed alleging infringement of the interim order passed by the Court. Since the appeal has already been dismissed, therefore, no further order is required to be passed in the contempt petition and the same is hereby disposed of.

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

04.04.2024
rekha
Whether speaking/reasoned :
Whether reportable :

Yes/No
Yes/No

(ANIL KSHETARPAL)
JUDGE