

IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH

RSA No.4778 of 2019

Date of Decision: 03.04.2024

Gurdev Singh

...Appellant

Versus

Davinder Singh and others

...Respondents

CORAM: *HON'BLE MRS. JUSTICE MEENAKSHI I. MEHTA*

Present:- Mr. K.B. Raheja, Advocate
for the appellant.

MEENAKSHI I. MEHTA, J.

Feeling aggrieved by the judgment and decree handed down by learned Additional Civil Judge (Senior Division), Zira (for short 'the trial Court') on 02.01.2017, whereby the Civil Suit filed by the appellant-plaintiff (here-in-after to be referred as 'the plaintiff') for seeking a decree for specific performance of the agreement to sell dated 11.06.2009 qua the suit land, by the respondents-defendants (here-in-after to be referred as 'the defendants') and for declaration to the effect that the sale-deed, allegedly executed by defendant No.1 on 24.05.2012 in favour of defendants No. 2 to 4 in respect of the said land was illegal, null and void, with further prayer to restrain defendants No.2 to 4 from dispossessing him (plaintiff) from this land and from alienating it in any manner or in the alternative, a decree for recovery of Rs.60,000/- as compensation/damages along-with interest thereon, has been dismissed as well as by the judgment and decree

as passed by learned Additional District Judge, Ferozepur (for short 'the Lower Appellate Court') on 15.07.2019, dismissing the appeal moved by him (plaintiff) to assail the judgment and decree dated 02.01.2017, he has chosen to prefer the instant appeal to lay challenge to the same.

2. As per the brief factual-matrix, as emanating from the perusal of the file and culminating in the filing of the present appeal, the plaintiff filed the afore-referred Civil Suit, while averring that defendant No.1 had entered into an agreement with him on 11.06.2009, to sell the suit land in his favour for the consideration of Rs.60,000/- and had received a sum of Rs.45,000/- from him (plaintiff) as earnest money and they had agreed for the execution and registration of the sale-deed on or before 08.06.2012. He had always been ready and willing to perform his part of the above-said contract/agreement to sell and had gone to the office of the Registering Authority on the stipulated date, along-with the balance sale consideration and the money for meeting out the other necessary expenses for the afore-mentioned purpose but defendant No.1 did not turn up there. Later-on, he obtained the copy of 'Jamabandi' and came to know that defendant No.1 had already transferred the suit land in favour of defendants No.2 to 4. Defendant No.1 filed his written-statement and defendants No.2 to 4 also filed their joint written-statement and contested the claim of the plaintiff therein, on various grounds. Then, the plaintiff filed the Replication and the parties were put to the trial by framing the issues and after appreciating and evaluating the evidence as adduced by them on the record and hearing their respective counsel, the trial Court dismissed the above-said Civil Suit and

the appeal, moved by the plaintiff against the judgment and decree passed by the trial Court, has also ended in its dismissal, as already discussed in the opening para of this judgment.

3. I have heard learned counsel for the appellant-plaintiff in the instant appeal, at the preliminary stage and have also gone through the file carefully.

4. Learned counsel for the plaintiff contends that the plaintiff had led cogent and sufficient evidence on the record to prove the factum of the execution of the afore-referred agreement by defendant No.1 to sell the suit land in his favour and he (plaintiff) had always remained ready and willing to pay the balance sale consideration and to bear the necessary expenses for the purpose of execution and registration of the sale-deed in pursuance of the above-said agreement but the trial Court and the Lower Appellate Court have erroneously declined to grant the relief, as prayed for by the plaintiff in the Suit and in these circumstances, it becomes quite explicit that the impugned judgments and decrees, are not legally sustainable and hence, the same deserve to be set-aside.

5. However, the afore-raised contentions are bereft of any merit because the trial Court and the Lower Appellate Court have categorically observed in their respective judgments that the plaintiff failed to produce the original agreement in question, on the record and though, he (plaintiff) had placed the copy of a DDR on the file to show that the same had been lost but he had not pleaded this fact in the plaint and moreover, he had also not examined the Scribe of the above-alleged agreement as the witness and

that DW-2 Paras Kumar, the Stamp-Vendor, had categorically deposed that the stamp-paper, on which the agreement in dispute was claimed to have been scribed, had never been sold by him and both the Courts have, further, concurrently held that the afore-discussed facts cast a shadow of doubt on the genuineness of the above-referred agreement. The plaintiff has not been able to come forward with any candid and cogent ground/reason to show as to how the afore-mentioned findings, as returned by the Courts below, are factually or illegally incorrect or are perverse in any manner.

7. As a sequel to the fore-going discussion, it follows that the impugned judgments and decrees, as passed by both the Courts below, do not suffer from any illegality, infirmity, irregularity or perversity so as to call for any interference by this Court. Resultantly, the same are, hereby, upheld and the appeal in hand, being *sans* any merit, stands dismissed.

03.04.2024
pooja

(MEENAKSHI I. MEHTA)
JUDGE

Whether speaking/reasoned: Yes
Whether Reportable: No