



RSA-6093-2014(O&M)

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

RSA-6093-2014(O&M)

Date of decision: 24.02.2025

Gurmeet Singh

..Appellant

Versus

Gurnam Singh and another

..Respondents

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. Sandeep Jasuja, Advocate, for the appellant

Mr. P.S.Jammu, Advocate for the respondents

ANIL KSHETARPAL, J. (Oral)

1. Defendant no.1 assails the correctness of the concurrent findings of fact arrived at by the courts below while decreeing the plaintiff's suit for possession by way of specific performance of the agreement to sell with a consequential relief of permanent injunction.

2. Both the courts have found that defendant no.1 entered into an agreement to sell in favour of the plaintiff on receipt of Rs.1,10,000/- out of the total sale consideration of Rs.2,00,000/- and the plaintiff was always ready and willing to perform his part of the contract as he visited the office of the Sub-Registrar on 04.04.2007 whereas defendant no.1 did not come forward to honour the agreement. The suit was filed on 10.05.2007 i.e within a period of a month and 6 days from 04.04.2007.

3. Learned counsel representing the appellant has made the following submissions:-



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i) the agreement to sell is scribed on a plain paper with adhesive stamps. He submits that such agreement is not enforceable.

ii) the plaintiff has not lead any evidence to prove his capacity to pay the balance sale consideration.

iii) the agreement to sell is forged and fabricated as the appellant never appended his signatures.

4. Per contra, the learned counsel representing the respondent submits that both the courts have examined these aspects and found against the appellant.

5. Learned counsel representing the parties have produced a photocopy of the alleged agreement to sell. It has been scribed on a plain paper with 15 adhesive revenue stamps of Rs.20 each. In other words, stamp duty of Rs.300/- as required has been paid. This document has been purchased from the stamp vendor and defendant no.1 has signed the endorsement entered into by the stamp vendor. Thus, the entire stamp duty has been paid. In these circumstances, the validity of the agreement to sell cannot be discarded only on the ground that it has been scribed on plain paper, particularly when it has been issued by the stamp vendor.

6. The second submission of the appellant's counsel also lacks substance because the plaintiff attended the office of the Sub Registrar on 04.04.2007 and got his affidavit attested. He filed the suit within a period of a month and 6 days from 04.04.2007. While filing the suit, the plaintiff has stated that he was always ready and willing to perform his part of the contract. The defendant claimed that he never signed the agreement to sell.

However, the courts have found that the plaintiff was always ready and



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willing to perform his part of the contract. Such finding of fact is not shown to be erroneous.

7. With regard to the last submission, it may be noticed that the execution of the agreement to sell has been proved by examining Ashok Kumar, marginal witness of the agreement to sell as well as the plaintiff himself. An opinion of the privately engaged handwriting and finger print expert is not binding on the court. Both the parties examined their privately engaged handwriting and finger print experts, who gave reports according to the wishes of their respective party, who had paid them. Hence, the court discarded both the reports and examined the other evidence. Consequently, no ground to interfere is made out.

8. Hence, dismissed.

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

24.02.2025

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Whether speaking/reasoned

Whether reportable

**(ANIL KSHETARPAL)
JUDGE**

Yes/No

Yes/No