



IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

RSA No.3825 of 2018 (O&M)

Date of Order:09.01.2025

Ravinder Singh

.Appellant

Versus

Mani Ram

..Respondent

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. M.S.Randhawa, Advocate
for the appellant.

ANIL KSHETARPAL, JUDGE (Oral)

1. The plaintiff assails 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 dated 28.09.2011.
2. In order to comprehend the issues involved in the present case, the relevant facts, in brief, are required to be noticed.
3. The plaintiff claims that on 28.09.2011, the defendant entered into an agreement to sell with the plaintiff with respect to land measuring 2 kanals and 18 marlas out of land comprised in khewat no.102, khatauni no.128, Rect. no.40, killa no.6/1(6-15) as per jamabandi for the year 2007-2008, located within the revenue estate of Hudina for a total sale consideration of Rs.9,00,000/-, out of which Rs.8,00,000/- was paid as earnest money and the sale deed was agreed to be executed and registered on 02.11.2011 on payment of remaining amount of Rs.1,00,000/-. It is also claimed by the plaintiff that on 02.11.2011, he visited the office of the Sub-Registrar but the defendant did not come forward to honour his agreement.



Subsequently, the plaintiff sent a notice on 09.11.2011, but there was no response. Hence, the suit was filed on 19.12.2011.

4. The defendant contested the suit by submitting that there was no agreement to sell between the parties and in fact he had borrowed Rs.20,000/- from the plaintiff in September, 2011 and his thumb impression were obtained on the pretext that a pronote of the amount is being executed.

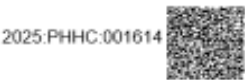
5. Both the courts upon appreciation of the evidence came to a firm conclusion that the plaintiff has failed to make out a case.

6. The learned counsel representing the appellant submits that the agreement to sell has been proved by examining Smt. Kiran, the attesting witness and Sh. Krishan Kumar Saini, who scribed the agreement. He further submitted that both the courts have erred in dismissing the suit though the agreement to sell was proved.

7. This court has considered the submissions of the learned counsel representing the appellant.

8. The trial court has elaborately discussed the evidence produced by the plaintiff and found that the deposition of witnesses examined by the plaintiff are not reliable. This findings of fact have been arrived at upon appreciation of evidence. The scope of interference under Section 41 of the Punjab Courts Act in Regular Second Appeal is limited. In absence of misreading or non reading of material evidence which goes to the root of the case, the appellate court is not expected to interfere. Both the courts have taken a plausible view keeping in view the facts and circumstances of the present case.

9. Keeping in view the aforesaid facts and discussion, no ground



to interfere is made out.

10. Dismissed.

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

(ANIL KSHETARPAL)
JUDGE

January 09, 2025
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Whether speaking/reasoned : Yes/No
Whether reportable : Yes/No