



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

RSA No.885 of 2023 (O&M)

Date of Order:08.04.2025

Promila Rani (since deceased) through LRs

.Appellant

Versus

Sh. Brij Lal and others

..Respondents

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

**Present: Mr. Dharam Bir Bhargav, Advocate
Mr. Kulwinder Bhargav, Advocate
for the appellant.**

ANIL KSHETARPAL, JUDGE (Oral)

1. Defendant no.4 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.

2. Mr. Mohit Khurana, Ms. Dipika and Ms. Payal children of Smt. Shanta Rani wife of Sh. Shiv Nandan Kumar executed an agreement to sell in favour of the plaintiff on 01.02.2011. It was agreed that the sale deed would be executed on 30.05.2011. Plaintiff-Brij Lal filed a suit claiming that the defendants are not coming forward to honour the agreement to sell although, they remained present in the office of sub-registrar with the balance sale consideration. It was alleged that defendant nos.1 to 3 in connivance with defendant no.4 have executed the sale deed in favour of their maternal aunt on 21.06.2011.

3. Defendant nos.1 to 3 did not contest the suit, whereas defendant no.4, claimed that she is the owner pursuant to sale deed dated 21.06.2011. It was asserted by defendant no.4, that her husband Sh. Harish Chander Babar



agreed to purchase the property from Sh. Manohar Lal. Her husband paid Rs.45,000/- out of the total sale consideration of Rs.65,000/-. Subsequently, her husband was not having the balance sale consideration, therefore, he requested Smt. Shanta Rani, his wife's sister, to lend the money, however, Smt. Shanta Rani got the sale deed in her favour on 24.04.1994, but possession always remained with defendant no.4 or her husband.

4. Both the courts decreed the plaintiff's suit.

5. The learned counsel representing the appellant submits that the appellant is a bonafide purchaser and, in fact, it was the appellant who was the actual owner of the property.

6. This court has considered the submissions.

7. Upon appreciation of the evidence, both the courts have found that the appellant has failed to prove that, in fact, Sh. Harish Chander Babar, appellant's husband, had agreed to purchase the property from the original owner Sh. Manohar Lal. Moreover, the appellant is not a bonafide purchaser because she is the maternal aunt of Mr. Mohit Khurana, Ms. Dipika and Ms. Payal.

8. Keeping in view the aforesaid facts and discussion, no ground to interfere is made out.

9. Dismissed.

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

(ANIL KSHETARPAL)
JUDGE

April 08, 2025

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Whether speaking/reasoned	:	Yes/No
Whether reportable	:	Yes/No