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

RSA-1228-2021 (O&M)

Date of Decision : 10.09.2025

Manpreet Singh

... Appellant(s)

Versus

Harbhajan Singh Hothi

... Respondent(s)

CORAM : HON'BLE MRS. JUSTICE ALKA SARIN

Present : Ms. Rishma Verma, Advocate for the appellant.

ALKA SARIN, J. (Oral)

1. The present appeal has been preferred by the plaintiff-appellant challenging the concurrent findings returned by the Trial Court vide judgment and decree dated 28.10.2017 and the First Appellate Court vide judgment and decree dated 29.07.2019.

2. Briefly stated the facts relevant to the present *lis* are that the plaintiff-appellant herein filed a suit for specific performance of the agreement to sell dated 18.02.2013 averring in the plaint that the defendant-respondent – Harbhajan Singh Hothi son of Diwan Singh Hothi – through his General Power of Attorney holder – Harbhajan Singh – had agreed to sell a plot measuring 10½ marlas measuring 34 ft. x 86 ft. situated in Village Raipur Rasulpur, Tehsil and District Jalandhar now known as JJ Colony fully described in the plaint, for a total consideration of ₹5,00,000/- to the plaintiff-appellant herein. It was further the case that the defendant-respondent received a sum of ₹2,00,000/- as earnest money in cash and the

balance was agreed to be paid at the time of execution and registration of the sale deed. It was further pleaded that the last date for execution of the sale deed was 31.12.2013 on payment of the balance sale consideration. It was further the case that the possession of the plot was already with the plaintiff-appellant. It was further averred that on 31.12.2013 the balance sale consideration of ₹3,00,000/- was also paid as full and final payment and an endorsement was made on the back of the agreement which was duly signed by both the parties and the witnesses. It was further the case set up that thereafter the plaintiff-appellant did not feel the necessity to get the sale deed executed and registered, however, in the month of May 2015 he approached the bank for obtaining a loan but the bank officials refused to give the loan on the ground that no loan could be granted on the basis of an agreement to sell and the sale deed was required to be executed. The plaintiff-appellant accordingly contacted the defendant-respondent who refused to get the sale deed executed. A legal notice was stated to have been served on 27.05.2015 requesting him to come present for registration of the sale deed on 03.06.2015. It was further the case that on 03.06.2015 the plaintiff-appellant remained present in the office of the Sub-Registrar, Jalandhar, however, the defendant-respondent failed to appear. Hence, the present suit.

3. The defendant-respondent did not appear and was accordingly proceeded against *ex parte* by the Trial Court vide order dated 09.02.2016.

4. The Trial Court vide judgment and decree dated 28.10.2017 dismissed the suit. Aggrieved by the same an appeal was preferred by the plaintiff-appellant which appeal was also dismissed by the First Appellate Court vide judgment and decree dated 29.07.2019. Hence, the present regular second appeal.

5. Learned counsel for the plaintiff-appellant would contend that the defendant-respondent did not appear and was proceeded against *ex parte* and the stand taken by the plaintiff-appellant went un rebutted. It is further the contention of the learned counsel that the agreement to sell was duly proved and hence the Courts erred in dismissing the suit of the plaintiff-appellant.

6. I have heard the learned counsel for the plaintiff-appellant.

7. In the present case the agreement to sell dated 18.02.2013 was stated to have been executed by one Harbhajan Singh as General Power of Attorney holder of the defendant-respondent – Harbhajan Singh Hothi. The General Power of Attorney is dated 27.08.1993. The alleged agreement to sell was executed on 18.02.2013. The plaintiff-appellant though claimed that the agreement to sell was executed by Harbhajan Singh - on the basis of a General Power of Attorney dated 27.08.1993 - however the same was not produced on the record. The Courts further found that the suit had been filed against Harbhajan Singh Hothi through his Power of Attorney holder and no service was effected on Harbhajan Singh Hothi. The General Power of Attorney holder did not appear and was proceeded against *ex parte*. Even the publication was effected at the address of the Power of Attorney holder. The General Power of Attorney itself never saw the light of the day. Further still, though the agreement to sell is dated 18.02.2013 and the target date was fixed as 31.12.2013 and the amount is stated to have been paid on 31.12.2013, however, as per the averments made by the plaintiff-appellant himself in the plaint that he did not feel the necessity to get the sale deed executed and it was only in 2015 when he went to take a loan and the bank refused to give the loan that a legal notice was sent to the General Power of Attorney holder to come present on 03.06.2015. An affidavit was also got executed before the

Sub-Registrar by the plaintiff-appellant on 03.06.2015. However, yet again, there is no sign of the power of attorney which is the very foundation of the present suit. In the absence of even having proved the power of attorney or rather having not even produced it, no fault can be found with the judgments and decrees passed by both the Courts.

8. In view of the above, no question of law, much less any substantial question of law, arises in the present case which requires determination by this Court. The appeal being devoid of any merit is accordingly dismissed. Pending applications, if any, also stand disposed off.

10.09.2025
Yogesh Sharma

(ALKA SARIN)
JUDGE

NOTE: Whether speaking/non-speaking: Speaking
Whether reportable: YES/NO