

**IN THE COURT OF VISHAL, (UID NO.HR-0331) ADDITIONAL CIVIL
JUDGE (SENIOR DIVISION), GANAUR.**

CIS No. CS 408 of 2014.
CRN No. HRSOA000004942014
Date of Institution: 24.09.2014
Date of Decision: 13.05.2019

Pardeep Kumar son of Om Parkash, resident of H.No.84, Village Singhola,
Delhi-40.

...Plaintiff.

Versus

Sukhbir Singh son of Chander son of Nihale, resident of H.No.376, village
Mukhmailpur, Delhi -36.

....Defendant.

**Suit for recovery of earnest money of Rs.20,00,000/- or in the
alternative suit for specific performance of the agreement to
sell dated 12.12.2013.**

Present: Sh.Yudhvir Singh, Advocate for the plaintiff.
Sh.Rao Ishwar Singh, Advocate for the defendant.

JUDGMENT:

1. The present case was remanded back to this court to decide the
present case as per law. Plaintiff instituted this suit for a decree of recovery
of Rs.20,00,000/- along with interest @ 12 % per annum or in the alternative

Vishal
ACJ(SD), Ganaur,
UID No. HR0281
13.05.2019

a decree for specific performance of agreement to sell dated 12.12.2013 (hereinafter referred to as impugned agreement) of land measuring 41 Kanals 8 Marlas, comprised in Khewat No.69, Khata No.233, rectangle and killa No.46//11/1 (1-10), 11/2 (1-4), 11/3 (2-0), 11/4 (3-4), 18/1/3 (3-8), 19/1 (3-14), 19/2 (3-14), 20/1 (0-16), 20/2 (1-5), 22 (1-3), 23 (7-10), 24 (8-0), 18/2 (4-0), situated in the area of village Pipli Khera, Tehsil Ganaur, District Sonapat and Rasta measuring measuring 1 Kanal 0 Marla being 7/20th share, comprised in rectangle and killa No. 46//16/1/1, 17/1, 18/1/1 along with tubewell, electricity connection and tubewell Kotha (hereinafter referred as Suit Land).

2. Briefly stated, the facts of this case are that defendant entered into the impugned agreement, with the plaintiff, to sell the suit land for a sale consideration of Rs.58,51,000/- per acre. At the time of execution of the impugned agreement, plaintiff paid a sum of Rs.20,00,000/- as earnest money to the defendant and in token of having received the earnest money, defendant executed a separate receipt in favour of plaintiff in the presence of witnesses. As per the terms and conditions of the impugned agreement, sale deed was to be executed on or before 20.6.2014, on receiving the balance sale consideration and, defendant agreed to transfer the suit land to the plaintiff free from all encumbrances. Defendant had also undertaken to arrange No Objection Certificate at his own cost for the execution and registration of the sale deed of the suit land.

3. It is further averred that on dated 18.6.2014, plaintiff obtained

the copy of jamabandi for the purpose of performance of the impugned agreement, but, copy of jamabandi was having a red ink entry in the column of remarks to the effect that as per report No.463 dated 12.3.2014, suit land cannot be alienated in any manner in terms of the injunction order dated 9.8.2012, passed by the Court of Shri Vikrant, the then Learned Civil Judge (Jr. Division), Ganaur, in Civil Suit bearing No.444 of 2011, titled as Har Lal Versus Smt. Sukhdei and others and in that suit, defendant was a party in the array of defendants. In fact, defendant did not disclose the factum of the pendency of the litigation qua the suit land and, he intentionally concealed this fact at the time of execution of the impugned agreement. Plaintiff agreed to purchase the suit land free from all encumbrances, but, plaintiff felt surprised on coming to know the litigation, thus, under such situation, plaintiff cannot be compelled to purchase the suit land, as, had the plaintiff been aware that the suit land was under litigation, he would not have agreed to purchase the same. In view of the circumstances detailed above, impugned agreement could not be enforced by the plaintiff on or before the target date i.e. 20.6.2014. Plaintiff verbally discussed the situation with the defendant and expressed his inability to purchase the suit land and requested him either to return the earnest money or to treat the impugned agreement as valid till finalization of the civil litigation, but, defendant refused to accede to the genuine request of plaintiff. Finding no alternative, plaintiff got issued a legal notice to the defendant through registered post on 19.6.2014, calling upon the defendant to treat the impugned agreement as operative and

valid till finalization of the civil litigation or to return the earnest money along with interest. Defendant even sent reply of the notice calling upon the plaintiff to get the sale deed executed and registered till 25.7.2014 on payment of the balance sale consideration, failing which the earnest money paid by him was to be treated as forfeited. Plaintiff also reserved his right to claim specific performance of the impugned agreement in case during the pendency of the present suit, civil suit No.444 of 2011, titled as Har Lal Versus Sukhdei etc. is finally decided in favour of defendant. Hence, the present suit.

4. In the wake of notice, defendant filed the written statement and denied the authenticity of the contentions of the plaintiff by stating that the plaintiff totally failed to arrange the sale consideration amount on the stipulated period as mentioned in the agreement dated 12.12.2013 and for avoiding the same developed a false and fictitious story. It is further submitted that when the plaintiff failed to perform his part of contract himself then he is not entitled for any discretionary relief likewise recovery of earnest money, because where defendant was read to perform his part of contract regarding the impugned agreement to sell and the plaintiff was himself failed to perform the same then earnest money of the plaintiff must be forfeited.

On merits, it is answered that the regarding the Suit Land prior execution of impugned agreement to sell between the plaintiff and defendant, a civil suit titled as Harlal Vs. Sukhdei etc. was contested

between the parties in the Court of Shri Vikrant, the then learned CJ(JD), Ganaur and in that civil suit a interim order was passed by Shri Vikrant, the then learned CJ(JD), Ganaur, but that interim order was vacated by the then civil court through order dated 08.11.2012. Meaning thereby no any kind of stay order was passed by any civil court regarding the Suit Land at the time of execution of agreement to sell or at the time of execution of the sale deed which was fixed between plaintiff and defendant as per impugned agreement to sell dated 12.12.2013. It is further answered that avoiding the execution of sale deed, the plaintiff opted a method and for that sent a legal notice through his counsel to answering defendant. It is further answered that when no any kind of stay order was passed by any civil court on the targeted date of execution of the sale deed as per impugned agreement to sell, then question of expressed any views regarding the ability or inability of purchasing the Suit Land by the plaintiff does not arises at all. Rest of the averments are also denied in a very categorical manner. Moreover, Learned Counsel for answering defendant also raised pleas qua maintainability and locus standi etc. In the end, dismissal of the present suit is being prayed for.

5. Replication to the written statement of defendant was filed by the plaintiff, wherein he controverted the contents of the written statement and reiterated and also reaffirmed the pleadings made in his plaint. From the pleadings of the parties, following issues were framed, vide order dated 16.07.2018:-

1. Whether the plaintiff is entitled to a decree for recovery of earnest

money amounting to Rs.20,00,000/- along with interest @ 12% P.A. from the date of filing of the suit till realization of the entire decretal amount from the defendant?OPP

2. If issue no.1 is not proved, the plaintiff is entitled to a decree for specific performance of agreement to sell dated 12.12.2013? OPP
3. Whether the suit of the plaintiff is not maintainable in its present form?OPD
4. Whether the plaintiff has no cause of action and no locus standi to file the present suit?OPD
5. Relief.

6. To prove this case Ld. Counsel for the plaintiff has examined Ram Niwas as PW-1, Randhir Singh as PW-2, plaintiff Pardeep Kumar as PW.3 and Rajesh Kumar DRK as PW.4. Thereafter, learned counsel for the plaintiff closed the evidence of the plaintiff.

7. Ld. Counsel for the plaintiff also relied upon the following documentary evidences :-

Ex. PW.1/1	Agreement to sell dated 12.12.2013
Ex. PW.1/2	Receipt dated 12.12.2013
Ex. P.1	Copy of legal notice dated 19.06.2014
Ex. P.2	Postal receipt
Ex. P.3	Reply to legal notice
Ex. P.4	Reminder of legal notice
Ex. P.5	Postal receipt
Ex. P.6	Copy of jamabandi for the year 2008-09
Ex. P.7	Roznamcha
Ex. P.8	Copy of order dated 09.08.2012
Ex. P.9	Copy of plaint
Ex. P.10	Copy of affidavit

Ex. P.11	Copy of written statement
Ex. P.12	Copy of application U/o 39 Rules 1 & 2 CPC
Ex. P.13	Copy of reply to application U/o 39 Rules 1 & 2 CPC
Ex. P.14	Copy of Vakalatnama
Ex. P.15	Copy of judgment dated 02.03.2015
Ex. P.16	Copy of decree dated 02.03.2015
Ex. P.17	Copy of mutation no. 2739
Ex. P.18	Copy of mutation no. 2927
Ex. P.19	Copy of mutation no. 2928
Ex. P.20	Copy of mutation no. 2738
Ex. P.21	Copy of sale deed no. 181 dated 18.05.2011
Ex. P.22	Copy of sale deed no. 182 dated 18.05.2011
Ex. P.23	Copy of sale deed no. 183 dated 18.05.2011
Ex. P.24	Copy of agreement to sell
Ex. P.25	Copy of receipt
Ex. P.26	Copy of plaint
Ex. P.27	Copy of written statement
Ex. P.28	Copy of application under Order 39 Rules 1 & 2 CPC
Ex. P.29	Copy of reply to application under Order 39 Rules 1 & 2 CPC
Ex. P.30	Copy of order dated 11.06.2018

8. To rebut this case Ld. Counsel for the defendant has examined defendant Sukhbir has examined as DW.1, Balwan Singh son of Tek Chand as DW-2, Jai Bhagwan son of Samay Ram as DW.3, Shri Jagbir Singh Attri, Advocate as DW.4 and Shri Om Parkash, Halqa Patwari as DW.5. Thereafter, Ld. Counsel for the defendant closed the oral evidence.

9. Ld. Counsel for the defendant also relied upon the following documentary evidences :-

Ex. D.1	Copy of detailed order dated 08.11.2012
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Ex. D.2	Copy of zimni order dated 08.11.2012
Ex. D.3	Copy of judgment dated 02.03.2015
Ex. D.4	Copy of decree sheet dated 02.03.2015
Ex. D.5	Roznamcha entry for the year 2013-14
Ex. D.6	Roznamcha entry for the year 2014-15
Ex. D.7	Copy of jamabandi for the year 2008-09

10. No evidence in rebuttal was led by the plaintiff and the same was closed by the order of the Court.

11. I have heard ld. Counsel for both of the parties and gone through the record of the case very carefully. My issue wise finding is as under:

Issues no. 1 and 2 :-

12. Amalgamating, the issues no. 1 and 2 being interlinked with each other, onus to prove these issues was upon the plaintiff and to discharge his onus, the learned counsel for plaintiff has examined **PW-1 Ram Niwas** who deposed an affidavit as Ex.PW1/A in his examination in chief in which he supported the contents of the plaint of the plaintiff and also identified his signatures on agreement to sell Ex. PW.1/1 and receipt Ex. PW.1/2.

In his cross-examination, he stated that he does the work of the property dealing with Jaggi. He has appeared in the court to depose in the matter relating to disputed agreement which was being scribed in September 2013. He was called upon by Sukhbir and Randhir and at the time of

execution of agreement, he was present. Moreover, both the parties marked their signatures after going through the contents of the impugned agreement to sell.

PW-2 Randhir Singh deposed an affidavit as Ex.PW2/A in his examination in chief in which he reiterated the version of PW1 in a parrot like manner.

In his cross-examination, he stated that the impugned agreement to sell was written by Balbir Singh, deed writer and at that time he was present. The date was extended for registry because it came into the knowledge that a civil litigation regarding the disputed land was pending. When they were preparation for getting the registry and approached the Patwari, then they came to know about the red entry in the revenue record as well as pendency of litigation over the suit land.

PW-3 Pardeep Kumar deposed an affidavit as Ex.PW3/A in his examination in chief in which he reiterated the same version as in the plaint. He also putforth the documents as Ex. PW.1/1, Ex. PW.1/2 and Ex. P.1 to Ex. P.6.

In his cross examination, he stated that when the impugned agreement to sell got scribed, at that time revenue record of the land was in his possession and at that time no entry regarding stay was shown. Moreover, he admitted that in para no.3 of the impugned agreement, it is

being mentioned that if FREEK DOYAM/ purchaser will not able to pay and bear the expenses of registry then the earnest money shall be forfeited and impugned agreement to sell will be cancelled and no claim of purchaser will be legalized. He admitted that in the impugned agreement Ex. PW.1/1 no such contents is mentioned vide which it can assess that in case of non execution of registry by Sukhbir, Pardeep shall be liable to recover his earnest money. He admitted that in para no.3 of the impugned agreement, it is being specifically mentioned that in civil suit no. 444/2011, titled as Harlal Vs. Sukhdei etc., Shri Vikrant, the then learned CJ(JD), Ganaur passed the order of stay dated 08.11.2012 was dismissed. He admitted that he got entered the entry of stay in the revenue records of Patwari on dated 12.03.2014, but self stated that he did not get the same. He admitted that he did not send any notice to Sukhbir defendant for execution of registry.

PW-4 Rajesh Kumar DRK putforth the documents as Ex. Ex. P.8 to Ex. P.16 related to the case no. 637/11, titled as Harlal Vs. Sukhdei etc., decided on 02.03.2015 and the same are true and correct as per their records.

13. Ld. Counsel for the plaintiff also relied upon the following documentary evidences:

Ex. PW.1/1	Agreement to sell dated 12.12.2013
Ex. PW.1/2	Receipt dated 12.12.2013
Ex. P.1	Copy of legal notice dated 19.06.2014

Ex. P.2	Postal receipt
Ex. P.3	Reply to legal notice
Ex. P.4	Reminder of legal notice
Ex. P.5	Postal receipt
Ex. P.6	Copy of jamabandi for the year 2008-09
Ex. P.7	Roznamcha
Ex. P.8	Copy of order dated 09.08.2012
Ex. P.9	Copy of plaint
Ex. P.10	Copy of affidavit
Ex. P.11	Copy of written statement
Ex. P.12	Copy of application U/o 39 Rules 1 & 2 CPC
Ex. P.13	Copy of reply to application U/o 39 Rules 1 & 2 CPC
Ex. P.14	Copy of Vakalatnama
Ex. P.15	Copy of judgment dated 02.03.2015
Ex. P.16	Copy of decree dated 02.03.2015
Ex. P.17	Copy of mutation no. 2739
Ex. P.18	Copy of mutation no. 2927
Ex. P.19	Copy of mutation no. 2928
Ex. P.20	Copy of mutation no. 2738
Ex. P.21	Copy of sale deed no. 181 dated 18.05.2011
Ex. P.22	Copy of sale deed no. 182 dated 18.05.2011
Ex. P.23	Copy of sale deed no. 183 dated 18.05.2011
Ex. P.24	Copy of agreement to sell
Ex. P.25	Copy of receipt
Ex. P.26	Copy of plaint
Ex. P.27	Copy of written statement
Ex. P.28	Copy of application under Order 39 Rules 1 & 2 CPC
Ex. P.29	Copy of reply to application under Order 39 Rules 1 & 2 CPC
Ex. P.30	Copy of order dated 11.06.2018

14. To rebut the contentions of plaintiff, Leaned counsel for the

defendant has examined **DW-1 Sukhbir Singh** who deposed an affidavit as Ex.DW1/A in his examination in chief in which he reiterated the same version as in the written statement. He has also putforth the documents as Ex. D.1 to Ex. D.4.

In his cross-examination, he stated that he knew the plaintiff since 2013 through Ram Niwas who got executed this deal. When the deal was being executed at that time it was free from all kind of encumbrances and Ex. PW.1/1 and Ex. PW.1/2 are true and correct. He admitted that in the civil suit titled as Harlal Vs. Sukh Dei got stay but it was dismissed on 08.11.2012. The civil suit regarding the agreement to the suit land is also pending in the court against Satish Luthra.

DW-2 Balwan Singh deposed an affidavit as Ex.DW2/A in his examination in chief reiterated the supported the version of DW1 in toto.

In his cross-examination, he stated that he has no knowledge regarding the present agreement. He admitted that Harlal had filed a civil suit over the suit land but that was dismissed before the advancement of money.

DW-3 Jai Bhagwan deposed an affidavit as Ex.DW3/A in his examination in chief reiterated the supported the version of DW1 in toto.

In his cross-examination, he stated that the impugned agreement to sell bears his signature.

DW-4 Jagbir Singh Attri stated that reply of legal notice Ex. P.3 was send by him at the instance of the party and the same bears his signature.

DW-5 Om Parkash Patwari in his examination in chief stated that Ex. D.5 i.e. rapat no. 463, stay order dated 12.03.2014 vide which the court of Shri Vikrant, the then learned CJ(JD), Ganaur in civil suit no. 444/2011 passed an order dated 09.08.2012 to maintain the status quo regarding possession and alienation and as per Ex. D.6 i.e. rapat no. 387 there is an entry for restraint which was also passed by Shri Vikrant, the then learned CJ(JD), Ganaur. Moreover, the order of stay dated 08.11.2012 was dismissed later on. Ex. D.1 jamabandi for the year 2008-09 bear the entry of rapat no. 463 and 387 of dated 12.03.2014 and of dated 19.02.2015 with red ink.

15. Ld. Counsel for the defendant also relied upon the following documentary evidences:

Ex. D.1	Copy of detailed order dated 08.11.2012
Ex. D.2	Copy of zimni order dated 08.11.2012
Ex. D.3	Copy of judgment dated 02.03.2015
Ex. D.4	Copy of decree sheet dated 02.03.2015
Ex. D.5	Roznamcha entry for the year 2013-14
Ex. D.6	Roznamcha entry for the year 2014-15

Ex. D.7	Copy of jamabandi for the year 2008-09
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16. During the arguments, Ld. counsel for the plaintiff **Shri Yudhvir Singh** argued that here all the documents and witnesses are speaking in the favour of plaintiff. It is further argued that the plaintiff has given up his claim for execution of sale deed on the basis of agreement to sell dated 12.12.2013, but now he is entitled to recover the earnest money a sum of Rs. 20 lacs alongwith interest @ 12 % per annum because sale deed could not executed as there was stay order and litigation was pending in the civil suit no. 444/2011 over the suit land and it was concealed by the defendant. Ld. Counsel for the plaintiff also relied upon the authorities titled as **Ram Niwas and others Vs. Raghbir Singh, RSA No. 2342 of 2014 (O&M) (P&H), Sarup Chand Vs. Om Parkash, RSA No. 2325 of 1985 (P&H), Sohan Lal and ors. Vs. Bal Kishan Ghanu Mal (P&H).** In the end the present suit may be decreed with costs being argued for.

17. On the other hand, Learned Counsels for defendant **Shri Rao Ishwar Singh**, vehemently argued that when the impugned agreement to sell dated 12.12.2013 was executed among between the parties and the earnest money paid to the defendant i.e. Rs. 20 lacs vide which receipt was also issued, at that time there was no stay order in existence then the question of relying upon and pending litigation does not arise. Infact, stay order being passed on dated 09.08.2012 by directing to maintain status quo regarding possession and alienation. It is further argued that the defendant again and

again give opportunities to the plaintiff to execute the sale deed/registry and make the payment of balance sale consideration but all in vain. Now, the plaintiff is not entitled for any relief. It is further argued that plaintiff cannot take the benefit of the weakness of the defendant as it is also well settled law. In the end, dismissal of the suit with heavy costs being argued for.

18. After going through the arguments and documents produced on case file carefully and minutely, it comes to the considered opinion of this Court that here the plaintiff has specifically averred that vide impugned agreement to sell dated 12.12.2013, defendant agreed to sell his land. The agreement to sell dated 12.12.2013 reduced in his writing and signed by the both parties in the presence of witnesses and same time earnest money i.e. sum of Rs. 20 lacs paid by the defendant to the plaintiff and regarding the same a separate receipt handed over the the plaintiff in token having receiving the earnest money also signed the witnesses which are Ex. PW.1/1 and Ex. PW.1/2. Infact, the plaintiff has sought the relief regarding decree of recovery of earnest money/ amount of Rs. 20 lacs alongwith interest @ 12 % per annum or remedy for specific performance agreement to sell dated 12.12.2013 in case during the pendency of the present suit, the earlier suit bearing civil suit no. 444/2011 is finally decided in favour of the defendants. **It is pertinent to mention herein that vide specifically statement recorded on 16.02.2015, plaintiff has given up the relief for specific performance of agreement to sell dated 12.12.2013. So, here only one question arises whether the plaintiff is entitled to a decree for**

**recovery of earnest money alongwith interest @ 12 % per annum or
not.**

19. The version of the plaint is being reiterated by the plaintiff when he stepped into the witness box as PW.3 and his version earlier supported by PW.1 Ram Niwas and PW.2 Randhir Singh who were attesting witnesses of the impugned agreement to sell Ex. PW.1/1 and receipt Ex. PW.1/2. In fact, execution of agreement to sell and receipt is not disputed that all. The controversy is that whether at the time of execution of sale deed of agreement to sell Ex. PW.1/1 and receipt Ex. PW.1/2 there was stay order passed over the suit land and it was not free from all kind of interest/charge or encumbrances. The allegations are that on dated 18.06.2014 i.e. before two days i.e. 20.06.2014 the date for execution and registration of sale deed, the plaintiff obtained the copy of jamabandi and found a red ink entry in the column of remarks to the effect that the report No.463 dated 12.3.2014, suit land cannot be alienated in any manner in terms of the injunction order dated 9.8.2012, passed by the Court of Shri Vikrant, the then Learned Civil Judge (Jr. Division), Ganaur, in Civil Suit bearing No.444 of 2011, titled as Har Lal Versus Smt. Sukhdei and others and in that suit, defendant was a party in the array of defendant and defendant had not disclosed the factum of the pendency of Civil Suit bearing No.444 of 2011, titled as Har Lal Versus Smt. Sukhdei and others. However, the version of the opposite party i.e. defendant, is totally different because the plaintiff is relying upon order of stay dated 09.08.2012 over the suit land passed by the Court of Shri Vikrant, the then Learned Civil Judge (Jr. Division), Ganaur in Civil Suit bearing No.444 of 2011, titled as Har

Lal Versus Smt. Sukhdei and others, in which defendant was party to the suit. But in the written statement, defendant clearly mentioned that a civil suit was pending and interim order was already vacated on dated 08.11.2012 by the court of Shri Amit Garg, the then learned ACJ(SD), Ganaur. Regarding the same the defendant also mentioned this fact in the reply to legal notice dated 19.06.2014 Ex. P.3 by stating that interim stay order has already been dismissed on dated 08.11.2012 and thereafter, it is the defendant who gave more time to the plaintiff of 15 days again for execution of sale deed after the payment of balance of sale consideration and specifically stated that there is no stay over the suit land. What the defendant could do more than that to perform his part of contract but the plaintiff did not bother to perform his part of agreement. In other words if the plaintiff was still ready and willing to sell then the plaintiff could have again approached the revenue officials or the defendant to confirm after the legal notice of defendant, but all in vain. Infact, the entry regarding the passing of stay order in the jamabandi for the year 2008-09 Ex. P.6 seems a stray entry as it is of dated 16.06.2014 having no legal means.

20. **However, the question of execution of sale deed is no more required to be decided as the plaintiff has given up his claim for execution of sale deed vide his separately recorded statement dated 11.09.2015.**

21. **Moreover, when the agreement to sell Ex. PW.1/1 is**

being scrutinized, then it clearly shows that in para no.3, it is mentioned that if Pardeep Kumar will not be able to execute the sale deed after the payment of balance of sale consideration, then the agreement to sell shall be considered as cancelled and earnest money will be forfeited and the owner of the land i.e. present defendant shall be at liberty to alienate the suit land to any other person regarding which dispute/litigation is pending between Sukhbir Singh and Satish Luthra as Ex. P.26, Ex. P.27 and Ex. P.30 are plaint of civil suit titled as Satish Luthra Vs. Sukhbir Singh, Written statement and stay order dated 11.06.2018 respectively. Moreover, DW.5 Om Parkash Patwari also admitted this fact that vide rapat no. 463 order of stay was passed on 09.08.2012 but it was dismissed on 08.12.2013, which are sufficient to rely upon the version of defendant.

22. Further, so far as the law laid down as relied upon by the counsel for the plaintiff is concerned; facts of the authorities (supra) were altogether different and not identical to the facts of the present case, thus, law laid down therein shall have no bearing on the factual matrix of the present case, as such, is not sufficient to make out a case for plaintiff. Law is well settled that mere making of statement does not prove its case ipso facto but in fact it has to be proved with strong and cogent evidence in which plaintiff has completely failed. Moreover, the learned counsel for the plaintiff also failed to snatch out the desired result from the testimonies of

defendant witnesses. In fact here all the witnesses and documents are speaking against the plaintiff. Hence, issues no. 1 and 2 collectively go against the plaintiff.

Issues no. 3 and 4:-

23. Amalgamating, the issues no. 3 and 4 being interlinked with each other and onus to prove these issues was on the defendant but defendant did not press these issues at the time of arguments. Hence, these issues no. 3 and 4 collectively go against the defendant.

Relief:-

24. In view of my findings on the aforesaid issues, the suit of the plaintiff is hereby dismissed **to the effect that the plaintiff is not entitled for the relief of recovery against the defendant, as prayed in the plaint.** There is no order as to cost. Decree-Sheet be prepared accordingly. File be consigned to record room after due compliance.

Pronounced:
Dated: 13.05.2019

Vishal
Add. Civil Judge(S.D),
Ganaur

Note: All pages of this judgment have been duly checked and signed by me.

Vishal
Add. Civil Judge(S.D), Ganaur
UID No. HR0331

Surender Kumar

Vishal
ACJ(SD), Ganaur,
UID No. HR0281
13.05.2019