

Mr. Harshpal Sekhon, Advocate, for the appellant.

Mr. Sharad Sharma, Sr. Advocate, assisted by Mr. Anchit Khokher, Advocate, for the respondent.

Having heard learned Counsel for the parties, it transpires that a registered agreement to sale was executed between the parties on 15.3.2008 to sell 2.56 acres of land located in Khasra No. 228/2 in Village Baintwala, Tehsil Jaspur, District Udham Singh Nagar for the total consideration of rupees nineteen lakhs eighty thousand. This sale consideration was in accordance with the circle rate, prevalent at that time as per the Government Orders. In order to defeat the stamp duty, a parallel unregistered agreement to sale was alleged to be executed between the parties, wherein the actual price of the land to the tune of rupees twenty-six lakhs was agreed to be paid by the respondent Smt. Kamini Agarwal to the appellant Khadak Singh, the owner of the land. Towards the payment of advance money, a cheque of rupees six lakhs, drawn by the respondent at Kashipur Branch of the Axis Bank, was encashed by the appellant.

Later on, when the appellant denied the execution of the sale deed, the respondent launched the Original Suit seeking decree of specific performance of the contract. The vendor, for the first time, raised the plea of execution of parallel agreement to sale (unregistered) between the

parties entailing the real price of the land.

Be that as it may, the appeal is admitted for hearing.

Summon the lower court record.

List this appeal on its turn after the receipt of the lower court record.

Meanwhile, operation and effect of the impugned judgment and order shall remain in abeyance. At the same time, appellant Khadak Singh is also directed that during the pendency of this appeal, he will not transfer the land under dispute to anyone nor he will create any third party interest or encumbrance of any kind on said property.

Stay application (CLMA 13819/2014) stands disposed of accordingly.

(Servesesh Kumar Gupta, J.)
4.12.2014