

IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION
CIVIL APPEAL NO.6100 OF 2008

RAM PIARA (D) BY LRS.

Appellants

VERSUS

SHAM LAL

Respondent

O R D E R

This appeal by special leave challenges the judgment and order dated 08.08.2006 passed by the High Court of Punjab & Haryana at Chandigarh allowing Regular Second Appeal No.461 of 1997.

The appellants before this Court are the heirs of one Ram Piara (original defendant). According to said Ram Piara, he was put in possession of the land in question by virtue of agreement dated 14.04.2008.

In a suit filed by the respondent seeking possession of the property, no plea was however taken in the written statement by said Ram Piara that he was in possession of said land by virtue of said agreement and that he was ready and willing to perform his part of the agreement.

The suit was decreed by the Trial Court, which decision was reversed by the lower Appellate Court in First Appeal preferred therefrom.

The matter was carried to the High Court by way of aforesaid Regular Second Appeal in which following question of law was framed by the High Court:

"Whether in the facts and circumstances of the case, protection under Section 53(A) of the Transfer of Property Act is available to the respondent?"

After considering the entirety of the matter, the conclusions arrived at by the High Court were as under:

"Now advertent to the facts of the present case, it is clear that after the execution of the agreement to sell an amount of Rs.2500/- was paid to the appellant. But thereafter the respondent who was the transferee under the agreement could not demonstrate that he was willing to perform his part of the contract. No plea was taken by him in the written statement that he was willing to perform his part of the contract. Therefore, the protection of Section 53A cannot be afforded to him.

Section 53(A) of the Act is intended to protect the bonafide transferee under the agreement, who has performed his part of the agreement, which could not be completed in the manner, which was prescribed. The inherent and underlying principle under this provision of law is that the bonafides of the transferee has to be established by his conduct which will go on to establish that he was always willing to perform his part of the contract but it could not be performed for some other reasons.

The inevitable conclusion therefrom is that the respondent has failed to show that he was willing to perform his part of the agreement and has also failed to establish his bonafides.

The question of law raised in this appeal stands answered in the foregoing discussion."

We have heard Mr. Varun M. Popli, learned counsel for the appellants and Ms. Pallavi Singh, learned counsel for the respondent and with their assistance, we have gone through the record.

In our view, the decision of the High Court is correct in the given circumstances where not even a plea as stated above was taken by said Ram Piara in the written statement. The conclusions arrived at by the High Court, therefore, do not call for any interference.

We, therefore, dismiss this civil appeal, without any order as to costs.

.....J.
[UDAY UMESH LALIT]

.....J.
[AJAY RASTOGI]

NEW DELHI;
SEPTEMBER 10, 2020

ITEM NO.101

COURT NO.4
(HEARING THROUGH VIDEO CONFERENCING)

SECTION IV

S U P R E M E C O U R T O F I N D I A
R E C O R D O F P R O C E E D I N G S

Civil Appeal No.6100/2008

RAM PIARA (D) BY LRs.

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Date : 10-09-2020 This appeal was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE UDAY UMESH LALIT
HON'BLE MR. JUSTICE AJAY RASTOGIFor Appellant(s) Mr. V.M. Popli, Adv.
Mr. S.M. Popli, Adv.
Ms. B. Sunita Rao, AORFor Respondent(s) Ms. Pallavi Singh, Adv.
Ms. S. Janani, AORUPON hearing the counsel the Court made the following
O R D E R

The Civil Appeal is dismissed, in terms of the Signed Order.

Pending applications, if any, also stand disposed of.

(MUKESH NASA)
COURT MASTER(PRADEEP KUMAR)
BRANCH OFFICER