

Agreement to Sell – The initial burden to prove the execution of the agreement to sell was on the plaintiff – It is a matter of record that he discharged the same by examining the attesting witnesses as well as the scribe to the agreement to sell – Thereafter, the onus shifted on the defendant to prove beyond reasonable doubt that the agreement to sell was a result of fraud – Strangely after filing her affidavit in her examination-in-chief, she did not even step into the witness box to subject herself to cross-examination – The defendant clearly failed to discharge her onus to prove the allegations of fraud beyond reasonable doubt.

[PLRonline 445587](#)

[\(2022-4\)208 PLR 734](#)