



Agreement to Sell - Initial burden to prove is on the plaintiff - Thereafter, onus shifts on defendant | 1

[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](#)

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