



IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

RSA-4471-2025 (O&M)
Reserved on:- 16.07.2026
Pronounced on: 24.07.2026
Date of uploading: 27.07.2026

Harwinder Singh through his LRs and Another

....Appellants

Versus

Gurjeet Singh and Ors.

...Respondents

CORAM:- HON'BLE MS. JUSTICE AMARJOT BHATTI

Present:- Mr. S.S.Swaich, Advocate
Mr. Ishant Goyal, Advocate,
Ms. Deepika, Advocate and
Ms. Navjot Kaur, Advocate for the appellants.

AMARJOT BHATTI, J.

1. The appellants/defendants Harwinder Singh (now deceased) through his LRs and Paramjit Kaur filed present Regular Second Appeal against impugned judgment and decree dated 03.10.2025, passed by learned Additional District Judge, SAS Nagar, Mohali vide which appeal preferred by the appellants/defendants was dismissed and the judgment and decree dated 16.01.2017, passed by learned Additional Civil Judge (Senior Division), SAS Nagar, Mohali, granting the relief of recovery of Rs.4,50,000/- along with interest as detailed therein, was upheld.

2. As per the facts narrated in the plaint, plaintiff Gurjeet Singh filed suit for possession by way of specific performance of agreement to sell dated 13.08.2012, executed by defendant No.1 in his favour, with regard to 01 kanal, 0 marla land bearing khasra No.21//1/2(2-9),

21//2/2(4-13), 21//8/2(1-16), 21//9(8-0), 21//10(2-3), 21//12(6-2),



21//13/2(6-3), 21//26(1-2), kitte 8, total 32 kanal 8 marla, situated in village Gudana, Tehsil and District Mohali for total sale consideration of Rs.10 lakhs. It is pleaded that defendant No.1, i.e. Harwinder Singh (deceased) now represented through LRs, had received earnest money of Rs.4,50,000/- and the date fixed for execution of sale deed was mutually agreed as 13.02.2013. Later on, defendant No.1 - Harwinder Singh with *mala fide* intention, executed transfer deed in favour of defendant No.2 (his mother Paramjit Kaur). The defendant No.2- Paramjit Kaur, further transferred the property in favour of defendants No.3 to 19, as detailed therein. The plaintiff claimed that he remained ready and willing to perform his part of agreement to sell, but it was defendant No.1 who resiled from the terms of said agreement to sell. The aforesaid transfer deeds were also challenged as illegal, null and void, and the plaintiff sought the relief of specific performance of agreement to sell, in alternate suit for recovery and for declaration challenging the sale deed dated 24.08.2012 executed by defendant No.1 in favour of Paramjit Kaur- defendant No.2 and also suit for permanent injunction restraining the defendants No.1 and 2, their servants or agents, from alienating the said property by any means as detailed therein.

3. Notice of suit was given to the defendants. The defendants No.1 and 2 filed their joint written statement taking the stand that the suit was not maintainable in the said form. The defendant No.1 denied the execution of agreement to sell dated 13.08.2012 and it was claimed to be a forged and fabricated document. He further denied to have received Rs.4,50,000/- from the plaintiff. The defendant No.1 was addicted to



alcohol and used to wander here and there and due to excessive use of alcohol, he died at the age of 32 years only. Defendant No.1 never executed any registered sale deed in favour of his wife regarding 04 kanal 02 marlas of land. All facts narrated in the plaint are denied. It is submitted that plaintiff has filed a false suit and prayed for dismissal of the same.

4. Defendants No.7, 9, 11, 16, 17, and 18 filed their separate written statement denying their knowledge of said agreement to sell allegedly executed by defendant No.1 in favour of plaintiff. They were not aware of the litigation going on between the plaintiff and defendants No.1 and 2. They were not party to the said agreement to sell. Plaintiff has no cause of action against them. After raising additional objections regarding maintainability of the suit and mis-joinder of parties, it is prayed that the suit filed by the plaintiff deserves dismissal.

5. From the pleadings of the parties, following issues were framed by the Trial Court on 30.09.2016:-

1. *Whether the plaintiff is entitled for relief of specific performance as prayed for? OPP*
2. *Whether the plaintiff is entitled to alternative relief of recovery as prayed for? OPP*
3. *Whether the sale deed was executed in favour of defendant No.1 is illegal, null and void? OPP*
4. *Whether the plaintiff is entitled to permanent injunction as prayed for? OPP*
5. *Whether the suit of the plaintiff is not maintainable? OPD*



6. *Whether the plaintiff has got no locus standi to file the present suit? OPD*

7. *Relief.*

6. In order to prove the case, the respondent No.1-plaintiff Gurjit Singh examined himself as PW-1. He also examined Harjit Singh as PW2 and placed on record documents and closed his evidence.

7. On the other hand, defendants did not examine any witness inspite of availing numerous opportunities granted to them.

8. After hearing the arguments advanced by learned counsel for both the parties, the suit filed by the respondent No.1-plaintiff was partly decreed and defendant No.1 was directed to make the payment of amount in question i.e. Rs.4,50,000/- to the plaintiff with interest, at the rate of 9% per annum from the date of filing of the suit till realization of the amount.

Feeling aggrieved of this judgment and decree, the appellants/defendants No.1 & 2 have filed the appeal before the First Appellate Court, which was also dismissed vide impugned judgment and decree dated 03.10.2025. Thereafter, the present Regular Second Appeal has been filed.

9. Learned counsel for the appellants/defendants No.1 & 2, argued that the judgment and decree passed by learned trial Court dated 16.01.2017 is not on sound footings. The findings given by learned trial Court are perverse and liable to be set aside. Without appreciating the facts and the evidence on record, learned First Appellate Court also wrongly dismissed their appeal by passing impugned judgment and decree dated 03.10.2025. The respondent No.1/plaintiff, miserably failed to prove on record the agreement to sell dated 13.08.2012 (Exhibit P-2), as well as



receipt (Exhibit P-3). The findings given by the court below are beyond the pleadings and have tried to make out totally a new case. There are no pleadings from the side of plaintiff or defendants No.1 & 2 that there was any loan transactions, nor any such evidence has been produced. The learned trial Court has wrongly granted alternate relief for recovery of Rs.4,50,000/- with interest in favour of respondent No.1/plaintiff by treating it as loan transaction. It has come in the findings of learned trial Court that plaintiff was not ready and willing to perform his part of agreement to sell, nor he was ready with balance sale consideration. Therefore, on that basis, suit filed by the plaintiff was liable to be dismissed and the earnest money paid by the respondent No.1/plaintiff, was liable to be forfeited in the terms of agreement to sell dated 13.08.2012 (Exhibit P-2). To support this argument, learned counsel for the appellants referred to the judgment of Hon'ble Supreme Court of India in ***Civil Appeal No.5822 of 2025 titled K.R.Suresh vs. R.Poornima & Ors., 2025(3) RCR (civil) 43*** where in a suit for specific performance of agreement to sell, it was observed that earnest money is a guarantee for due performance of the contract and it can be forfeited in case of default by the purchaser. Learned counsel for the appellants also referred to the judgments passed by Coordinate Bench on this point in ***Shivjot Developers and Builders Ltd. vs. Sarup Singh, 2025(2) RCR (Civil) 633 and Surjit Singh and Anr. vs. Shashi Bala and Ors., 2025 (4) RCR (Civil) 61.***

The findings given by learned trial Court are self-contradictory. In fact, defendant No.1-Harwinder Singh was addicted to



alcohol. He never executed agreement to sell dated 13.08.2012 (Exhibit P-2) in favour of respondent No.1/plaintiff, nor he received earnest money to the tune of Rs.4,50,000/-. The agreement to sell and the receipt Exhibit P-2 and P-3 are result of fraud, forgery and fabrication. With these arguments, the impugned judgment and decree dated 03.10.2025 passed by learned Additional District Judge, SAS Nagar, Mohali, upholding the judgment and decree dated 16.01.2017 passed by Additional Civil Judge (Senior Division), SAS Nagar, Mohali, are liable to be set aside by accepting the present appeal.

10. I have considered the arguments and have gone through the trial Court record carefully with the able assistance of learned counsel for the appellants. Plaintiff- Gurjeet Singh filed suit for specific performance of agreement to sell dated 13.08.2012 (Exhibit P-2), allegedly executed by Harwinder Singh (deceased) now represented through LRs (appellant No.1/defendant No.1 in the main case), regarding sale of 01 kanal, 0 marla of land bearing khasra No.21//1/2(2-9), 21//2/2(4-13), 21//8/2(1-16), 21//9(8-0), 21//10(2-3), 21//12(6-2), 21//13/2(6-3), 21//26(1-2), kitte 8, total 32 kanal 8 marla situated in village Gudana, Tehsil and District Mohali for total sale consideration of Rs.10 lakhs, out of which the plaintiff/Gurjeet Singh allegedly gave Rs.4,50,000/- towards earnest money and the date fixed for execution of sale deed was 13.02.2013. It was the plaintiff/Gurjeet Singh who filed the aforesaid suit on the basis of agreement to sell dated 13.08.2012. Therefore, onus was heavily on the plaintiff to prove his case. In order to discharge his onus, plaintiff/Gurjeet Singh stepped into the witness box as PW-1 and he further examined Harjit



Singh, one of the marginal witness as PW-2 and proved on record the agreement to sell dated 13.08.2012 (Exhibit P-2) and endorsement/receipt regarding payment of earnest money of Rs.4,50,000/- to Harwinder Singh/purchaser, vide endorsement/receipt (Exhibit P-3). Copy of Jamabandi of the property in question is Exhibit P-1. In order to rebut the aforesaid evidence, the appellants/defendants No.1 & 2, failed to lead any evidence on record. The appellants/defendants in their written statement merely denied the execution of agreement to sell dated 13.08.2012 (Exhibit P-2), as well as receipt of Rs.4,50,000/- as earnest money, vide endorsement/receipt (Exhibit P-3).

11. The appellant/defendant No.1 took the stand that since he was addicted to liquor, therefore his signatures might have been taken on blank papers. It was claimed that agreement to sell dated 13.08.2012 (Exhibit P-2), receipt/endorsement (Exhibit P-3) are forged and fictitious documents. In order to prove the aforesaid stand taken in the written statement, neither Harwinder Singh/defendant No.1 nor his mother Paramjit Kaur/defendant No.2 (appellants in the present case), ever stepped into the witness box. Therefore, the evidence led by the plaintiff remained unrebutted. There is sufficient evidence on record to prove the execution of agreement to sell dated 13.08.2012 (Exhibit P-2), as well as endorsement/receipt (Exhibit P-3), receipt of earnest money of Rs.4,50,000/- by Harwinder Singh.

The contents of judgment passed by learned Additional Civil Judge (Senior Division), SAS Nagar Mohali in para No.12 indicate that learned trial Court held that plaintiff/Gurjeet Singh never came present in



the office of Sub-Registrar on the date fixed for the execution and registration of sale deed on 13.02.2013. He did not serve any legal notice to defendant No.1 (appellant in this case) to show his readiness and willingness to perform his part of agreement to sell, nor he produced any document to show that he was ready with balance sale consideration of Rs.5,50,000/-. On that basis, the learned trial Court came to the conclusion that it appeared to be a loan transaction and on that basis passed decree for recovery of Rs.4,50,000/- along with interest as claimed therein.

12. The aforesaid findings given by learned trial Court is not on sound footings. As referred above, execution of agreement to sell dated 13.08.2012 (Exhibit P-2), as well as endorsement/receipt (Exhibit P-3), are duly proved on record by plaintiff/Gurjeet Singh as PW-1 and Harjit Singh, marginal witness as PW-2. The date fixed for the execution and registration of sale deed was 13.02.2013. However, before the aforesaid date fixed for the execution of sale deed, Harwinder Singh transferred the property in favour of his mother Paramjit Kaur/defendant No. 2, by vasika No.1927 dated 24.08.2012. Furthermore, appellant No.2/defendant No.2, further transferred the property in favour of defendants No.3 to 19. Once the property had already exchanged hands, there was no occasion for the respondent/plaintiff Gurjeet Singh to appear in the office of Sub-Registrar on 13.02.2013 or to produce evidence that he was ready with balance sale consideration. The judgments relied upon by learned counsel representing appellants in *K.R.Suresh* case (*supra*), *Shivjot Developers and Builders Ltd.* case (*supra*) and *Surjit Singh* case (*supra*) are not applicable to the facts of the present case. It was appellant/defendant No.1-Harwinder Singh



(deceased) now represented through LRs, defeated the terms and conditions of agreement to sell dated 13.08.2012. During the pendency of this litigation, he admittedly expired in the year 2016.

13. Considering the aforesaid factual position, the conclusion arrived at by learned trial Court by passing a decree for recovery of Rs.4,50,000/- along with interest at the rate of 9% per annum from the date of filing of suit till realization, does not require any interference. The aforesaid factual position was duly appreciated by learned Additional District Judge, SAS Nagar, Mohali, in the impugned judgment dated 03.10.2025. Consequently, I do not find any valid reason to interfere in the impugned judgment dated 03.10.2025 passed by learned Additional District Judge, SAS Nagar, Mohali granting alternative relief of recovery of earnest money with interest as detailed therein and the same is accordingly upheld. Finding no merits in the present Regular Second Appeal, the same is accordingly dismissed.

14. Pending miscellaneous application(s), if any, stand disposed of accordingly as well.

24.07.2026

*Sunil Devi***(AMARJOT BHATTI)**
JUDGEWhether speaking/reasoned:
Whether reportable:Yes/No
Yes/No