103 IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CM No.16124-CII-2015 in/and
Civil Revision No.2294 of 2015
Date of Decision: August 13, 2015

Chet Ram and another .... Petitioners

vs.

Balbir Singh .... Respondent

CORAM: HON'BLE MR. JUSTICE KULDIP SINGH

Present: Mr. Parveen Chauhan, Advocate for the petitioners.

Mr. Deepak Kaushal, Advocate for the respondent.

1.Whether Reporters of Local Newspapers may be allowed to see the judgment?
2. To be referred to the Reporters or not?
3. Whether the judgment should be reported in the Digest?

Kuldip Singh J.(Oral)

CM-16124-CII-2015

This is an application for staying the proceedings before the Civil Courts at Dabwali, District Sirsa in Civil Suit No.416-C of 2012.

No ground is made out for staying the proceedings before the lower court.

With the consent of learned counsel for the parties, the main civil revision is taken on board today.

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The small controversy involved in the present case is that Chet Ram and Narotam Singh executed an agreement to sell in favour of the plaintiff. The entire amount of the sale consideration of ie. ₹2,40,000/- was paid. The amount of the sale deed was to be paid as and when the vendee required. The vendors will bring the original owner to execute the sale deed.

Now, the suit for recovery has been filed on the basis of agreement, stating that defendants have refused to execute the sale deed. It is also not denied that Narotam Singh executed the sale deed regarding his share of land on 17.01.2011. The agreement is dated 10.05.2008. The civil suit was filed on 30.07.2012. Before the lower court, an application was moved by the defendants that the suit is barred by limitation. Therefore, the plaint should be rejected under Order VII, Rule 11 CPC. The said plea was declined vide impugned order.

I am of the view that in this case the sale deed was to be executed as and when required by the present plaintiff. The limitation starts from the date, the cause of action arose. One of the vendee executed the sale deed on 17.01.2011. However, it is claimed that Chet Ram refused to execute the sale deed. Therefore, the plaintiff has filed the suit for refund of the earnest money. Thus, the cause of action will arise when vendee refused to execute the sale deed. The

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limitation was of three years from the date cause of action arose. Consequently, the lower court rightly held the that the suit is not barred by limitation.

The revision petition is dismissed accordingly.

(KULDIP SINGH)
JUDGE

August 13, 2015
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