

**107 IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

**RSA No.572 of 2015 (O&M)
Date of Decision: October 13, 2015**

Baljinder Singh

.... Appellant

vs.

Gursimran Singh and others

.... Respondents

CORAM: HON'BLE MR. JUSTICE KULDIP SINGH

Present: Mr. Jaswinder Singh, Advocate for the appellant.

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 Nos.1643-C and 1644-C-2015

There is delay of 22 days in refiling and 169 days in filing the present appeal.

For the reasons mentioned in the applications supported by affidavits, delay of 22 days in refiling and 169 days in filing the present appeal is condoned subject to all just exception

Applications stand disposed of.

CM-13177-C-2015

Application is allowed as prayed for.

The agreement to sell dated 07.05.2008 is taken on record.

RSA-572-2015

Impugned in the present regular second appeal is the judgment and decree dated 18.03.2014 passed by learned Addl. District Judge, Sangrur, affirming the judgment and decree dated 22.10.2011 passed by learned Civil Judge (Jr. Divn.), Dhuri, vide which in a suit for specific performance, earnest money of ₹30,00,000/- was ordered to be refunded by defendant No.1 along with interest @ 12% per annum w.e.f. 07.05.2008 till the institution of the suit and with future and pendente lite interest @ 6% per annum from the date of institution of the suit till the actual realization of the decretal amount.

I have heard learned counsel for the appellant and have also carefully gone through the case file.

It comes out that the present appellant-defendant No.1 had entered into an agreement to sell dated 14.01.2008 with defendant Nos.2 and 3. In the continuatin of the said agreement, the appellant-defendant No.1 further entered into an agreement to sell dated 07.05.2008 with the plaintiff @ Rs.11,50,000/- per acre and received ₹30,00,000/- as earnest money at the time of execution of agreement to sell. The dispute arose was between defendant No.1-appellant and defendant Nos.2 and 3. Therefore, defendant No.1-appellant could not get the title over the suit property and could not execute the same in favour of the plaintiff.

In these circumstances, when defendant No.1-appellant cannot get the title over the suit property, the lower court is justified in

ordering the refund of earnest money along with interest. Therefore, there is no ground to interfere in the findings of the facts recorded by both the courts below. No substantial question of law is involved in the present appeal.

Hence, the present regular second appeal stands dismissed.

October 13, 2015
sarita

(KULDIP SINGH)
JUDGE