

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

R.S.A.No.2638 of 2008(O&M)

Date of Order: 05.09.2017

Ravinder Singh

..Appellant

Versus

Hardwari and others

..Respondents

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

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

Mr. Sanjay Mittal, Advocate,
for respondent Nos.3 to 6, 10 to 13, 15, 17 and 18.

ANIL KSHETARPAL, J. (Oral)

C.M.No.7699-C of 2008

Allowed as prayed for.

RSA No.2638 of 2008

Plaintiff is in regular second appeal against concurrent findings of fact arrived at by the Courts below.

Plaintiff had claimed recovery of Rs.3,80,000/- on the ground that the earnest money was paid pursuant to the agreement to sell, which was on account of mistake and hence void and, therefore, plaintiff is entitled to refund of the earnest money along with interest.

It is not in dispute between the parties that an agreement to sell was entered into on 25.09.1992. The date for execution and registration of the sale deed was fixed as 15.06.1993, which was extended to 14.01.1994 and thereafter to 14.07.1994. It is the case of the plaintiff that since State

Government had in between issued a notification under Section 4 of the Land Acquisition Act, 1894, expressing its intention to acquire the land vide notification dated 07.04.1992, therefore the registration of the sale deed was not possible.

It is not in dispute that after issuance of notification under Section 4 of the Land Acquisition Act, 1894 the acquisition proceedings were not taken to logical conclusion. No notification under Section 6 of the Land Acquisition Act, 1894 was issued by the State Government. As per Section 6 of the Land Acquisition Act, 1894, the declaration can be published within a period of one year from the date of publication of notification under Section 4 of the Land Acquisition Act, 1894. Therefore, the acquisition proceedings lapsed in the month of April, 1993. After April 1993, there could not be any restriction on the registration of the sale deed.

However, the plaintiff chose to file a suit for recovery, on 13.06.1997. Once the acquisition proceedings had lapsed, the defendants could sell the property. Therefore, it is not possible to conclude that the agreement to sell was void and not enforceable. Plaintiff has failed to prove his readiness and willingness to honour the agreement to sell executed by him.

In view of the aforesaid discussion, I do not find any good ground to interfere with the concurrent findings of fact arrived at by the Courts below. The regular second appeal is ordered to be dismissed.

September 05, 2017
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(ANIL KSHETARPAL)
JUDGE

Whether speaking/reasoned : Yes/No
Whether reportable : Yes/No