

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

112

RSA No.4738 of 2016 (O & M)
Date of Decision:11.05.2018

Parsa and another

...Appellants

Versus

Gurdass @ Gurdass Singh

...Respondent

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. Keshav Pratap Singh, Advocate
for the appellants.

ANIL KSHETARPAL, J.(Oral)

Defendants-appellants are in the regular second appeal against the judgment passed by the learned First Appellate Court decreeing the suit filed by the plaintiff for recovery of the amount paid at a sale consideration to the defendants, pursuant to the registered sale deed which has been set aside by the Court in separate suit and possession of the land has gone out of the hands of the plaintiff.

Plaintiff filed a suit for recovery of the sale consideration on the ground that in a suit filed against the defendants, his vendors, sale deed has been declared to be not binding on the rights of the plaintiff in the previous suit, who had filed a suit for possession by way of specific performance of agreement to sell.

In the previous suit, defendants-appellants pleaded that they had sold the property after receiving sale consideration. The aforesaid sale deed has been ignored by the Court and possession has gone out of the hands of the plaintiff-respondent.

In view of the aforesaid, the learned trial Court has ordered refund of the amount paid at the time of sale consideration along with interest @ 9%.

Learned counsel for the appellant has submitted that in the previous litigation the sale was held not to be a bona fide transaction. He submitted that, therefore, decree was held to be suspicious. Hence, he submitted that recovery of the amount cannot be ordered once the document has been found to be suspicious.

This Court has considered the argument. It was the case of the defendant-respondent in the previous suit that they received a sale consideration and executed the sale deed. It may be a different matter that such sale deed was held to be suspicious qua the rights of the plaintiff in the earlier suit for specific performance of the agreement to sell. But at the same time, defendants remain bound by the terms of the sale deed executed by them. It is specifically recorded in the sale deed that in case the possession goes out of the hands of the plaintiff-vendee, the vendor shall remain liable to make good the loss to his vendee.

In view thereof, there is no scope for interference.

Hence, this regular second appeal is dismissed.

11.05.2018
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(ANIL KSHETARPAL)
JUDGE

Whether Speaking/Reasoned: Yes/No
Whether Reportable : Yes/No