

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

RSA No.854 of 2016(O&M)

Date of decision: 13.8.2018

Gurmeet Kaur

....Appellant

VERSUS

Satnam Singh through LRs and another

.....Respondents

CORAM: HON'BLE MRS. JUSTICE REKHA MITTAL

Present: Mr. Dhirinder Chopra, Advocate for the appellant.

REKHA MITTAL, J. (Oral)

The present appeal directs challenge against the judgments and decrees passed by the Courts whereby suit for possession by way of specific performance of agreement to sell dated 25.04.2008 and in the alternative for recovery of Rs.6,50,000/- was decreed by the trial Court allowing principal relief of specific performance of the agreement vide judgment and decree dated 10.12.2013. However, the Appellate Court partly accepted the appeal filed by the defendants and allowed alternative relief of recovery of Rs.5,50,000/- with interest at the rate of 6% per annum from 25.04.2008 till actual realization of the principal amount.

The sole submission made by counsel for the appellant is that the agreement of sale is opposed to Public Policy for want of previous sanction required to be obtained by the respondent/plaintiff (a Government servant) before entering into an agreement to purchase land, therefore, the respondent/plaintiff was not even entitled to enforce the agreement seeking refund of money much less with interest.

I have heard counsel for the appellant, perused the paper-book particularly the judgments passed by the Courts.

The Court in appeal by relying upon judgment of this Court **Jagir Singh and another Vs. Chanchal Singh (dead) represented by his legal heirs namely Jasjit Singh and others, 1984 SLJ 471** has set aside the judgment and decree passed by the trial Court allowing specific performance of agreement but allowed alternative relief of recovery along with interest.

Counsel for the appellant has not cited any judgment contrary to what has been held in **Jagir Singh and another's case** (supra). In this view of the matter, I do not find an error much less perversity in the judgment passed by the Court in appeal warranting interference.

For the foregoing reasons, the appeal fails and is accordingly dismissed in limine. No order as to costs. It is clarified that in case an appeal is filed by the respondent/plaintiff, any observations made hereinbefore will not cause prejudice to his right to press for specific performance of the agreement.

AUGUST 13, 2018

‘D. Gulati’

(REKHA MITTAL)

JUDGE

Whether speaking/reasoned	:	yes/no
Whether reportable	:	yes/no