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

RSA- 2152-2017 (O&M)
Date of decision: 19.04.2018

Karamjit Kaur through LRs and others
…..Appellants

versus

Rachhpal Singh and another
……Respondents

CORAM: Hon'ble Mr.Justice Kuldip Singh

Present: Mr.Vikas Bahl, Senior Advocate with
Ms.Japneet Kaur, Advocate for the appellants
Mr.Akshay Bhan, Senior Advocate with
Mr.S.K.Jain and Mr.Santosh Sharma, Advocates
for the respondents

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.

Impugned in the present Regular Second Appeal is judgment dated 20.3.2017, passed by the learned Additional District Judge, SAS Nagar, Mohali, affirming the judgment and decree dated 17.5.2013, passed by learned Additional Civil Judge (Senior Division), Dera Bassi, whereby suit of the plaintiff was decreed with costs and decree for possession by specific performance of agreement to sell dated 1.2.2004 (Ex.P1) was passed in favour of the plaintiffs and against defendants. Plaintiffs were directed to pay balance sale consideration to the defendants amounting to Rs.one crore, six lakhs, fifty thousand within a period of two months from the date of passing of the judgment and in case defendants fail to receive the said amount of balance sale consideration within the stipulated period as stated above, the plaintiff shall be at liberty to deposit the said amount in the

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Treasury through Court within next fifteen days. Defendants were directed to execute and register sale deed in favour of plaintiffs. It was further directed that if defendants fail to execute and register the sale deed within the stipulated period of two months then the plaintiffs shall be at liberty to get the sale deed executed and registered through the process of Court. It was further ordered that in case balance sale consideration is not deposited within two months and 15 days, then agreement to sell dated 1.2.2004 shall stand rescinded and the amount of earnest money already paid shall stand forfeited. Decree for permanent injunction was also passed whereby the defendants were restrained from alienating and transferring the suit land to anyone else except the plaintiffs. Consequently, the alternative relief of recovery of earnest money was declined.

It comes out that originally, the suit for mandatory injunction was filed against the defendants on 28.12.2005. However, vide order dated 6.2.2008, suit was allowed to be amended and was converted into suit for possession by way of specific performance of agreement to sell dated 1.2.2004.

It was pleaded that defendants being the absolute owners of the suit land, vide agreement to sell dated 1.2.2004, agreed to sell land measuring 36 bighas (equivalent to 9 killas), as detailed in the head note of the plaint, situated in the revenue estate of village Singhpura, Tehsil Dera Bassi, District SAS Nagar Mohali to the plaintiffs for a total sale consideration of Rs.1,44,00,000/-. Rs.37,50,000/- were paid in advance as earnest money, out of which Rs.1,50,000/- were paid in cash at the time of execution of the agreement and Rs.36,00,000/- were paid by way of adjustment towards earnest money regarding purchase of plot Nos.27 to 32,

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situated within revenue estate of village Kansal by the defendants. It was stated that sale deed was to be executed on or before 25.6.2004. Plaintiffs had always been ready and willing to perform their part of the contract. The defendants were to get income tax clearance 10 days prior to the date fixed and inform the plaintiffs. But defendants failed to do so. Now, they are negotiating to sell the suit land to some other persons. Hence, the suit.

Case of the defendants as set up in the written statement is that suit is time barred. The amendment was allowed on 6.2.2008. The agreement to sell is dated 1.2.2004. Last date for execution of sale deed was 25.6.2004. Therefore, suit for specific performance was brought three years after the last date fixed for execution of the sale deed. It was further pleaded that the suit is barred under Order II Rule 2(3) CPC 1908. It was pleaded that on 1.2.2004, two sets of related agreements were executed. The second set of related agreement was conditional to the first one, which was a mutual affidavit cum agreement. Last date fixed for first mutual affidavit-cum-agreement was 20.6.2004 and last date for execution of present agreement was 25.6.2004. In the case of present agreement to sell, a credit of Rs.36 lakhs were given to the plaintiffs on the plea that plaintiffs will perform the first mutual affidavit-cum-agreement, whereby certain Kansal village plots were to be sold or bought back by the plaintiffs and also Rs.36 lakhs were to be paid by the plaintiffs to the defendants. Plaintiffs have defaulted in the first mutual affidavit-cum-agreement to sell and have concealed the said fact from the Court. Through the second present agreement, they want to get the credit of Rs.36 lakhs as earnest money. It was further pleaded that both the agreements dated 1.2.2004 are result of fraud, coercion, undue influence, dominating position and unfair

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advantage. It was stated that properties owned by Smt.Karamjit Kaur Brar, Smt.Jasleen Randhawa, Smt.Simran Randhawa and Amandeep Randhawa i.e. defendant nos.1 to 4 as joint holding. Late Col.Gurbax Singh Brar alongwith his wife (defendant no.1) was living in House No.70, Sector 9, Chandigarh. Smt.Simran Randhawa – (defendant no.2) is settled with her husband Sh.Amandeep Randhawa – (defendant no.4) in Washington DC, USA. Smt.Jasleen Randhawa – (defendant no.3) is living with her husband, who is a retired senior IAS officer of Gujarat cadre. Giving particulars of fraud, coercion and undue influence, it was stated that only son of Late Col.Gurbax Singh Brar died in a tragic motorcycle accident in the year 1975 and as Late Col.Gurbax Singh Brar and his wife Smt.Karamjit Kaur Brar used to miss their child, therefore, A.S.Mann (plaintiff no.2) started exploiting their feelings and projected himself as their son. Late Col.Gurbax Singh Brar was suffering from various old age ailments. He had bypass surgery and suffering from severe heart ailment and Parkinson disease. Smt.Karamjit Kaur Brar – defendant no.1 was also suffering from old age ailments. They were residing in House no.70, Sector 9, Chandigarh. In the middle of 2003, plaintiff no.2 came to their residence and introduced himself as a Jat boy who has just opened the first revolving restaurant in the city in Sector 35, Chandigarh. He started regularly visiting Late Col.Gurbax Singh Brar and Smt.Karamjit Kaur Brar and got closed to them and extracted all personal information from them. Whenever defendant no.3 visited her parents, her parents introduced plaintiff no.2 as their son and asked her to treat him as her brother.

In September 2003, Late Col.Gurbax Singh Brar and his wife were told that land around Zirakpur and Dera Bassi is going to be acquired

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by PUDA, therefore, they should sell the land and purchase some plots at village Kansal owned by his friend. One Balwinder Singh son of Kuldip Singh was introduced to them as big landlord and NRI from New Zealand and that said Balwinder Singh will purchase the said land of the defendants and due to his links with high ups, the land will not be acquired. Defendants agreed to sell the said land for a sum of Rs.35 lakhs per acre which was the market price. Plaintiff no.2 got the photographs of the defendants and their signatures on the blank papers and stamp papers saying that these are required for finalization of the said deal. Defendant no.3 was made to sign papers at the behest and on asking of her parents. Agreement to sell dated 30.9.2003 between Col.Gurbax Singh Brar and defendants on one hand and Balwinder Singh as purchaser on the other hand was executed, wherein the price of the land was reduced to half than the agreed price of Rs.35 lakhs per acre. Objections of defendant no.3 were ignored by their father Col.Gurbax Singh Brar, who was acting under the influence of plaintiff no.2. Defendant no.3 unwillingly signed the said agreement dated 30.9.2003. Defendant no.1 signed as GPA of defendant nos.2 and 4. Plaintiff no.2 and Balwinder Singh forged the said agreement and reduce the said price to Rs.10 lakhs per acre by changing the second page. Except said page, all the pages of the agreement bear signatures of Col.Gurbax Singh Brar and defendant nos.1 and 3. As a result of the agreement Col.Gurbax Singh Brar and his wife had to go from one Court to another, including the High Court. The last date of execution of sale deed in the said agreement dated 30.9.2003 was 25.6.2004. Subsequent to signing of the said agreement dated 30.9.2003, plaintiff no.2 with co-plaintiff prevailed upon Col.Gurbax Singh Brar and defendants to purchase six plots nos.27 to

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32 at village Kansal, which according to plaintiff no.2, were owned by M/s Teg Cooperative Society Limited. Accordingly, two agreements to sell for three plots each were executed between the said society through one Sunil Saini and defendant nos.2 and 3 on 7.10.2003 for a sale consideration of Rs.24 lakhs per agreement. Defendants paid Rs.12 lakhs as earnest money to plaintiff no.2. In addition to earnest money of Rs.12 lakhs, defendants also paid Rs.1.2 lakhs for the purchase of stamp papers and other expenses as demanded by plaintiff no.2. Thus a total sum of Rs.13.2 lakhs was paid to plaintiff no.2. Out of these Rs.13.2 lakhs, Rs.4 lakhs were given in cash and Rs.9 lakhs and two thousand were given by way of five self / bearer cheques. Later on, defendants came to know that said cheques have been encashed either by plaintiff no.2 or by one Iqbal Singh. Plaintiff no.2 brought typed agreements to sell got the signatures of the defendants, which were witnessed by Prabhjot Siand ngh and Iqbal Singh, who are friends of plaintiff no.2. Sunil Saini was seen for first and last time on 13.10.2003 at the time of execution and registration of sale deeds of Kansal land. Plaintiff no.2 and Prabhjot Singh took the defendants to Kansal to show them some piece of land as the plots being purchased by the defendants. Later on, defendants came to know that a fraud has been committed with them. On 13.10.2003, plaintiff no.2 and one Prabhjot Singh took Col.Gurbax Singh Brar and defendant nos.1 and 3 in their car for getting the registration of Kansal plots. When they reached in front of PGI, they stopped the car near PGI. Iqbal Singh who had already reached there on motorcycle, was in possession of some loose cheques and the defendant nos.1 and 3 were asked by plaintiff no.2 to sign at the back of the said loose cheques on the pretext that some payment is to be made to Sunil Saini towards the sale of Kansal

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plots. The defendant no.3 signed the same at the asking of her mother i.e. defendant no.1, who also signed at the back of the said cheques without asking any question as they had full faith and confidence in plaintiff no.2. The said cheques were shown to be payment of Rs.36 lakhs paid by Balwinder Singh to any of the defendants or Sunil Saini, whereas in fact nothing was paid to them or Sunil Saini and the entire payment was kept by the plaintiffs. This fact was pleaded by the defendants. The said cheques were encashed by plaintiffs and his friend Iqbal Singh during the period from 15.10.2003 to 10.11.2003 after the date of registration. In the inquiry conducted under the orders of the High Court, it was revealed that for most of the cheques the plaintiff no.2 and Iqbal Singh deposited the cheque amount and withdrew the money on the same day and at no point of time plaintiff no.2 had the total amount of the said cheques in his account. Rs.36 lakhs are shown to have been paid by the defendants were in fact never paid. On 13.10.2003, two sale deeds were registered regarding the alleged six plots of Kansal. The property sold vide said sale deeds was agricultural land and that too as joint share along with many other similarly cheated persons. In October/ November 2005, said Tej Cooperative House Building Society also filed a suit for declaration that certain sale deeds, including the sale deed executed by Sunil Saini in favour of defendant nos.2 and 3 are null and void as Sunil Saini was not authorized to sell the said land of the society. On 5.11.2003, plaintiff no.2 and Prabhjot Singh came to the residence of the defendants and started compelling to execute the sale deed qua the property in question on the next day i.e. 6.11.2003 on the basis of the post dated cheques and that too for a meager sum of Rs.8 lakhs per acre, to which the defendants refused. Defendants were then threatened. One

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Daljinder Singh filed a complaint before DSP Bhankhar Pur through SSP Patiala on the basis of the forged and fabricated agreement dated 30.9.2003 and 13.10.2003. Defendants approached this Court by way of filing CWP No.19190 of 2003. Defendants also filed a complaint against plaintiff no.2 Prabhjot Singh, Balwinder Singh, Rachhpal Singh and Daljinder Singh for registration of criminal case against them. Balwinder Singh also filed a suit for permanent injunction on 10.1.2004 against the defendants for restraining them from alienating the suit property.

On the verbal observations of this Court in the said CWP, a compromise was entered between plaintiffs and defendants and as per the terms and conditions of the said compromise, plaintiffs agreed to sell or buy back Kansal land and secondly, the defendants agreed to sell the suit property to the plaintiffs. Plaintiff no.2 offered to look for a suitable purchaser for Kansal land for a sum of Rs.48 lakhs on or before 20.6.2004 i.e. prior to 25.6.2004 which was the date fixed for the execution of the sale deed. In fact, this assurance and offer was also another fraud played by the plaintiffs. Joint affidavit-cum-mutual agreement dated 1.2.2004 was entered into between plaintiffs and Daljinder Singh, who acted as authorized signatory of Balwinder Singh on the one hand and by defendant nos.3, who acted on behalf of other defendants on the other hand. However, in terms of the said agreement, civil suit filed against the defendants was not withdrawn. Plaintiffs and defendants also entered into a mutual agreement dated 1.2.2004 through which amount paid at the time of agreement dated 30.9.2003 and 13.10.2003 was carried forward and adjusted. Defendants never paid Rs.36 lakhs as the so called cheques were never handed over or encahsed by them as their signatures were obtained at the back of said

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cheques by Iqbal Singh on the pretext that some payment is to be made to Sunil Saini of M/s Teg Cooperative Society. Therefore, payment of Rs.36 lakhs was paper transaction.

Stating the said particulars of fraud, it was stated that defendants were made to sign the receipt of Rs.37.5 lakhs in good faith as they believed the assurance of plaintiff no.2 that he will first sell or buy back Kansal land for a sum of Rs.48 lakhs by 20.6.2004. The mutual affidavit-cum-agreements dated 1.2.2004 are invalid documents and do not create any right in favour of the plaintiffs. Plaintiffs have also concealed the factum of said mutual affidavit-cum-agreement dated 1.2.2004 in the present suit. It was further pleaded that plaintiffs were never ready and willing to get the said sale deed executed regarding the property in dispute. On 25.6.2004, defendants nos.1 to 3 waited through out the day as per the legal notice earlier issued by them. At about 4.45 pm when defendant nos.1 to 3 were about to leave, the plaintiff no.2 appeared and flatly refused to honour and comply with the mutual affidavit-cum-agreement and agreement to sell dated 1.2.2004. Plaintiff was also not carrying cash nor did he place on record any draft of the amount. Plaintiffs also got their presence marked in which they mentioned about the suit filed by Balwinder Singh on 10.1.2004, which was later on got dismissed under Order XVII Rule 3 CPC 1908. Replication was not filed. From the pleading, following issues were framed:-

1. *Whether the defendants entered into agreement with the plaintiffs in respect of the suit property on 1.2.2004. If so whether defendant no.1 received earnest money of Rs.37,500/- out of total sale consideration of*

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Rs.1,44,00,000/-? OPP

2. *Whether the plaintiffs were always ready to perform their part of contract? OPP*
3. *Whether the defendants have failed to fulfill their part of agreement to sell dated 1.2.2004? OPP*
4. *Whether plaintiffs are entitled for specific performance of agreement dated 1.2.2004? OPP*
5. *Whether the suit is within limitation? OPP*
6. *Whether the mutual agreement dated 1.2.2004 was in view of agreement 1.2.2004 between the parties which was condition to the original agreement, if so its effect? OPD*
7. *Whether the suit has not property valued for the purposes of Court fee and jurisdiction? OPD*
8. *Whether plaintiffs have not come to the Court with clean hands? OPD*
9. *Whether plaintiffs have no locus standi to file the present suit? OPD*
10. *Whether the suit is barred under Order 2 CPC? OPD*
11. *Relief*

Trial Court took the issue no.5 first and held that suit is within limitation. Issue no.1 was decided in favour of the plaintiffs. Issue nos.2, 3 and 4 were taken up together and were decided in favour of the plaintiffs. Issue nos.7 to 10 were also decided in favour of the plaintiffs and consequently, the suit was decreed as stated above.

Appeal against the said judgment and decree was dismissed by the learned Additional District Judge, SAS Nagar, Mohali, as discussed

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above.

I have heard learned counsel for the parties and have also carefully gone through the record.

Learned counsel for the defendants-appellants has vehemently argued that a great fraud was committed with the defendants. Plaintiff no.2 won the confidence of Col.Gurbax Singh Brar and his wife Smt.Karamjit Kaur Brar and it was through fraud, undue influence that the agreement was procured. So far as particulars of fraud, as mentioned in the facts above, it comes out that these are regarding agreement dated 30.9.2003 and 13.10.2003, wherein the land of the defendants was sold to one Balwinder Singh. It also comes out that defendants also purchased six plots in Kansal village, which are not subject matter of the present suit. It also comes out that apparently, the relations between the parties had gone bitter as defendants approached this Court by way of CWP No.19190 of 2003. According to the averments made in the written statement itself, it was during the pendency of the said writ petition that on the basis of the oral observations made by this Court, a compromise was effected as a result of which, the present agreement was executed and at the same time i.e. on 1.2.2004 another affidavit-cum-mutual agreement was executed. Regarding execution of agreement dated 1.2.2004, there was no undue influence or fraud. The parties were already having bitter relations on account of litigation and filing of criminal complaints. According to the defendants, agreements were executed to settle the controversy. Therefore, it is evident that the fraud, undue influence or coercion are alleged regarding the execution of the agreement dated 30.9.2003 and 13.10.2003. Regarding the present agreement, it was stated that it was during the pendency of the writ

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petition that the same was executed along with the one affidavit-cum-mutual agreement. It is stated that through affidavit-cum-mutual agreement, plaintiffs agreed to purchase back six plots purchased by the defendants at Kansal, which according to them, were sold by way of mis-representation or these were agreed to be sold after finding some buyer till 20.6.2004 and thereafter on 25.6.2004, the present sale deed was to be executed. The plea of the defendants is that the execution of the present sale deed on 25.6.2004 was dependent on the compliance of the previous agreement dated 20.6.2004. Even in the notice to the defendants, a mention was made about both the agreements. Therefore, it is clear that defendants were insisting on the simultaneous compliance of two agreements executed on 1.2.2004. Through the first affidavit-cum-mutual agreement, plaintiffs had agreed either to purchase six plots at Kansal which were purchased by the defendants from M/s Teg Cooperative Society Limited through Sunil Saini or find some buyer for the same. The non-compliance of the said affidavit or agreement give rise to an independent action, which the defendants have never availed so far. Admittedly, the said six plots were purchased by the defendants. They were compelling the plaintiffs either to purchase said plots or find a buyer for the same as the said plots according to them are worthless. If the plaintiffs failed to comply with the said compromise, the defendants could take recourse to law regarding the said mutual understanding. However, it could not be made a condition precedent for execution of the sale deed in terms of the present agreement. The plea of the defendants themselves shows that they themselves were not ready and willing to perform their part of the contract unless first affidavit-cum-mutual agreement is complied with on or before 20.6.2004. Further question would

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arise as to whether in this scenario, the defendants could say that defendants were not ready and willing to perform their part of contract? I find the reply in negative. When the defendants themselves had a conditional offer to comply with the present agreement i.e. compliance of affidavit-cum-agreement dated 1.2.2004 for purchase of six plots of Kansal by the plaintiffs or buyer to be found by them, it cannot be said that they were ready and willing to perform their part of the contract.

Learned counsel for the appellants has taken this Court through various Income Tax Returns and other documents, which were relied upon by the trial Court to hold that the defendants had the sale consideration available with them. It has been argued that said documents pertain to the time and year after 25.6.2004 and were wrongly taken into consideration.

I am of the view that once, it is found that defendants themselves were not unconditionally ready and willing to perform their part of the contract, they cannot say that the plaintiffs were not ready and willing as they had no ready money available with them.

Learned counsel for the defendants-appellants has relied upon the authority in *Iqbal Singh and another vs. Gurdev Kumar and another, 2004(4) RCR (Civil) 103* to press that it is not necessary that the plaintiffs should prove that they had brought the balance payment in cash.

On the other hand, learned counsel for the plaintiffs-respondents has relied upon authority in *Bal Krishna and another vs. Bhagwan Das (Dead) and others, 2008(2) RCR (Civil) 732* to press that the readiness and willingness of the plaintiffs to perform their part of the contract must be proved.

I am of the view that in this case it is proved that defendants

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were ready to execute the sale deed only if the terms and conditions of first mutual affidavit-cum-mutual agreements were fulfilled. Therefore, they were not unconditionally ready to perform their part of the contract. It is not required that in such a case, defendants should come ready in with huge amount in cash to show that they are ready and willing to perform their part of the contract.

Regarding the plea of fraud, undue influence or mis-representation, the trial Court has dealt with the same in detail. It has been noticed that late Col.Gurbax Singh Brar was retired Lieutenant Colonel and there is nothing on file to show that he was suffering from disease as alleged. Smt.Jasleen Randhawa is post graduate. Her husband is a retired senior IAS officer from Gujarat cadre. She admitted to have signed the said documents. The said documents have been dealt in detail by both the Courts below. It is not only that the agreement was executed but a receipt Ex.P1/A was also executed, admitting the receipt of Rs.37.5 lakhs. Rs.36 lakhs are stated to have been adjusted on account of payment made by the plaintiffs when the Kansal plots were purchased and this amount was adjusted in the present agreement. The other defendants are also well educated and it cannot be said that they were prevailed upon by the plaintiffs to sign the said agreement and the receipt. On account of previous bitterness between the parties and filing of CWP No.19190 of 2003 before this Court, the parties were cautious from each other and it cannot be said that there was any fraud, misrepresentation or coercion to execute the present agreement. Therefore, the findings of the trial Court that there was no fraud, undue influence or coercion etc. or misrepresentation regarding present agreement have to be upheld.

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Learned counsel for the appellants has vehemently argued that affidavit-cum-mutual agreement dated 1.2.2004 was concealed from this Court, therefore, relief should be declined.

I am of the view that said affidavit is not basis of the suit. The defendants have mentioned same in the written statement and for the enforcement of said affidavit, a separate remedy was available to the defendants, which they have not availed so far.

Learned counsel for the appellants has vehemently argued that in this case plaintiffs were not ready and willing to perform their part of the agreement. It is evident from the fact that initially they filed a suit for mandatory injunction for directing the defendants to execute the sale deed and it was later on they got the suit amended vide order dated 6.2.2008 and converted the same into the suit for possession.

I am of the view that amendment will relate back to the date of application filed for amendment. The application for amendment was filed on 16.1.2007 i.e. well within the period of three years from the last date of execution of sale deed on 25.6.2004 and therefore, the suit was rightly held to be within limitation.

Learned counsel for the appellants has further argued that last date for execution of the sale deed was 25.6.2004. The present suit was filed on 25.12.2005. Application for amendment of plaint was filed to convert the said suit for mandatory injunction only on 16.1.2007 i.e. when the limitation was going to expire. Therefore, in place of specific performance, alternative relief of recovery of the earnest money should be allowed. Reliance has been placed on authority in *Dalip Singh vs. Banarsi Dass (deceased) through LRs, 2014(57) RCR (Civil) 611, Sarita Dokania*

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and another vs. Krishna Dey and another, 2013(4) RCR (Civil) 7, Lourdu Mari David vs. Louis Chinnaya Arogiaswamy, 1996 AIR (SC) 2814.

I am of the view that both the Courts below have exercised discretion to grant specific performance after considering the facts and circumstances and also considering that defendants have failed to prove fraud, misrepresentation and coercion and that agreement was executed in view of the settlement between the parties during pendency of the CWP No.19190 of 2003, therefore, specific performance has been allowed. Therefore, this Court cannot substitute its discretion with the discretion exercised by the trial Court to grant the alternative relief. The trial Court has also rightly held that the mutual affidavit-cum-agreement dated 1.2.2004 was not a condition precedent for performance of the present agreement in question dated 1.2.2004. The present suit is also not barred under Order II Rule 2 (3) CPC. Therefore, the findings of the trial Court on all the issues are affirmed.

It is also taken note that during the execution proceedings, defendants had paid sale consideration which were withdrawn by them later on by filing an application which was allowed by the trial Court vide order dated 6.8.2015.

Suit filed by Balwinder Kumar at Rajpura Court does not mean that defendants were not ready and willing to perform their part of the contract since the plaintiffs themselves were not ready and willing to perform their part of the agreement, unless first affidavit-cum-mutual agreement dated 1.2.2004 is complied with.

It is also to be noticed that in the present suit, defendants have not filed any counter claim that the plaintiffs should comply with the

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affidavit-cum-mutual agreement dated 1.2.2004.

No question of law is involved in the present appeal. Findings of facts have been recorded by both the Courts below, which have been examined by this Court and found to be correctly recorded. There is no illegality or infirmity in the judgments of both the Courts below.

As a result of the foregoing discussion, the present Regular Second Appeal fails and the same is accordingly dismissed. Plaintiffs are given two months time from today to deposit the balance sale consideration before the trial Court and get the sale deed executed in terms of the judgment and decree passed by the trial Court.

Since the main case has been dismissed, therefore, the pending CM, if any, also stands disposed of.

19.04.2018 **(Kuldip Singh)**
gk **Judge**

Whether speaking/ reasoned: Yes
Whether Reportable: No

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