

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

**RSA No.1809 of 2012 (&M)**

**Date of Decision:11.03.2019**

Surinder Pal

...Appellant(s)

**Versus**

Gurmeet Singh

...Respondent(s)

**RSA No.1857 of 2012 (&M)**

Surinder Pal

...Appellant(s)

**Versus**

Gurmeet Singh

...Respondent(s)

**CORAM:- HON'BLE MR. JUSTICE ANIL KSHETARPAL**

**Present:** Mr.Rajinder Goyal, Advocate for the appellant.  
Mr.Ashok Giri, Advocate for the respondent.

**ANIL KSHETARPAL, J.**

By this judgment, RSA Nos.1809 and 1857 of 2012 shall stand disposed of as both are arising from a suit for possession by way of specific performance of the agreement to sell dated 25.7.2000.

The plaintiff claims agreement to sell dated 25.07.2000 with respect to land measuring 6 marlas, whereas the defendant claims that such agreement to sell is forged and fabricated. It has further been pleaded that the suit has been filed only to pressurise the defendant to withdraw the criminal case pending between the parties.

The learned trial court found that the agreement to sell was

never intended to be acted upon and it was a loan transaction, therefore, the learned trial court ordered refund of earnest money i.e. Rs.35,000/- with interest @12% per annum.

Two first appeals were preferred one by the plaintiff and second by the defendant. The learned first appellate court, after reappreciating the evidence, dismissed the appeal filed by the plaintiff, whereas allowed the appeal filed by the defendant, resulting in dismissal of the suit filed by the plaintiff.

This Court has heard the learned counsel for the parties at length and with their able assistance gone through the judgments passed by the courts below.

Learned counsel for the appellant has submitted that execution of agreement to sell has been proved through examination of son of the attesting witness as the attesting witness had died. He has further submitted that the finding of the learned first appellate court refusing refund of the earnest money, is perverse.

On the other hand, learned counsel for the respondent has submitted that the learned first appellate court has given various detailed reasons for setting aside the judgment, ordering refund. He has further submitted that against the plaintiff a criminal case was got registered as he got labour work done from the son of defendant in the fields without payment of any remuneration on the pretext of sending his son to abroad.

This Court has analyzed the arguments of learned counsel for the parties.

The judgment passed by the learned first appellate court is a detailed one. The learned first appellate court has re-appreciated the

evidence and on appreciation thereof, it has been found that the agreement to sell is forged and fabricated.

Although, learned counsel appearing for the appellant made sincere attempt, however could not point out any substantive error or perversity in the judgment passed by the learned first appellate court. Once the agreement to sell has been found to be forged and fabricated, there could not be any decree for refund of the amount.

Keeping in view the aforesaid facts, there is no ground to interfere. Hence, both these appeals are dismissed. Pending application(s), if any, shall also stand disposed of, in terms thereof.

**11.03.2019**  
**mks**

**(ANIL KSHETARPAL)**  
**JUDGE**

Whether speaking/reasoned: Yes/No

Whether Reportable: Yes/No