

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

**RSA No.5307 of 2017 (O&M)
Date of Decision.31.01.2019**

Inderjit Singh

...Appellant

Vs

Kulwinder Singh and another

...Respondents

CORAM:HON'BLE MR. JUSTICE AMIT RAWAL

Present: Mr. Ashish Verma, Advocate and
Mr. Raajan Soni, Advocate
for the appellant.

Mr. S.S. Panag, Advocate
for respondent No.1.

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AMIT RAWAL J. (ORAL)

C.M. No.14190-C of 2017

For the reasons stated in the application, delay of 9 days
in filing of the appeal is condoned.

Application is allowed.

RSA No.5307 of 2017

The appellant-defendant No.2 is aggrieved of the
concurrent finding of fact whereby the suit of the respondent-plaintiff
for specific performance of agreement to sell dated 10.03.2005 in
respect of land measuring 44 kanals (hereinafter called the suit
property), agreed to be sold @₹7,65,000/- per acre against the receipt
of earnest money of ₹11 lakhs on different dates, followed by legal
notice, has been decreed by the trial Court and affirmed by the lower
Appellate Court in appeal.

Defendants did not deny the agreement to sell but stated
that both the parties had appeared before the Registrar but the

plaintiff was not having ready cash. Legal notice was not at the correct address.

Mr. Ashish Verma, learned counsel appearing on behalf of the appellant submitted that the story coined with regard to ready cash is an afterthought, as the plaintiff did not have sufficient amount for honouring his commitment in pursuance of terms and conditions of the agreement to sell, which could have been to the tune of ₹45 lakhs including the registration and stamp duty charges.

I am afraid aforementioned argument is not sustainable, for, both the parties to the *lis* had expressed intention of performing their part by appearing before the Registrar on the date agreed, as the stipulated date was a holiday but no explanation has come forth in not honouring the commitment on receipt of notice of the suit. All these facts have been examined by the Courts below. It is settled law that equipment of entire ready cash is not a ground to deny the discretionary relief. This view of mine is derived from the ratio decidendi culled out by Hon'ble Supreme Court in **Azhar Sultana Vs. B. Rajamani and others 2009(2) RCR (Civil) 123.**

In view of aforementioned facts, I do not find any illegality and perversity in the concurrent finding of fact rendered by the Courts below, much less, no substantial question of law arises for determination by this Court. No ground for interference is made out. Resultantly, the second appeal is dismissed.

(AMIT RAWAL)
JUDGE

January 31, 2019
Pankaj*

Whether Reasoned/Speaking	Yes
Whether Reportable	No