

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

**RSA No.6342 of 2017 (O&M)
Date of Decision.31.01.2019**

Manjit Singh
Vs
Gian Singh and others

...Appellant
...Respondents

CORAM:HON'BLE MR. JUSTICE AMIT RAWAL

Present: Mr. Neeraj Jain, Advocate for
Mr. Jagmohan Ghuman, Advocate
for the appellant.

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AMIT RAWAL J. (ORAL)

The appellant-defendant No.4 is aggrieved against the concurrent finding of fact whereby suit of the respondent-plaintiff for recovery of ₹1 lakh along with interest @6% from the date of filing of the suit and future interest @6% till the realization of decretal amount, has been decreed by both the Courts below.

The plaintiff asserted that vide receipt dated 24.02.2011, defendants No.1 and 4 had met with the plaintiff and represented that defendants No.1 to 3 were joint owners in possession of the land measuring 40 bighas 13 biswas and had agreed to enter into agreement to sell and believing the representation, had paid a sum of ₹1 lakh i.e. ₹5000/- cash and ₹95,000/- by cheque whereby defendant No.4, who is the attorney holder, agreed to execute the agreement to sell but lingered on the matter on one pretext or the other, thus, cause of action arose to file the suit for recovery on 08.03.2011.

Defendants admitted the ownership and the receipt but gave explanation that owing to unwillingness of the plaintiff, the agreement had become inexecutable and amount of ₹1 lakh stood forfeited.

Plaintiff in support of the pleadings, examined two witness and brought on record Ex.P1 to P4 & Mark X whereas defendant No.1 Shamsher Singh examined himself and closed the evidence.

Learned counsel appearing on behalf of the appellant submitted that terms and conditions of the receipt were in tandem with the intended agreement to sell. Since the plaintiff did not come forward for execution and registration of the sale deed, the amount of ₹1 lakh, which was just a token money, stood forfeited.

I am afraid aforementioned argument is not sustainable, as once receipt and execution of the agreement has been proved, only point to be pondered upon is whether defendants expressed their intention to enter into agreement to sell, the answer is 'no'. The plaintiff, in such situation, was left in lurch and sought recovery of earnest money with promptitude, resulting into decretal of the suit.

The appeal is also accompanied by applications for condonation of delay of 107 days in filing and 102 days in re-filing of the appeal. Explanation given is bereft of reasonable cause or bona fide intention.

In view of such circumstances, I do not find any illegality and perversity in the concurrent finding of fact, much less, no substantial question of law arises for determination by this Court. No ground for interference is made out. Resultantly, both the applications for condonation of delay as well as appeal are dismissed.

(AMIT RAWAL)
JUDGE

January 31, 2019
Pankaj*

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