

2023:PHHC:133093
147 IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

RSA-2439-2022 (O&M)
Date of decision: 12.10.2023

Swaran Singh

....Appellant

Versus

Amit Kumar

..Respondent

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present:- Mr. S.D.Bishnoi, Advocate for the appellant

ANIL KSHETARPAL, J (Oral)

1. The correctness of the concurrent findings of fact arrived at by the courts below is assailed by the defendant in this Regular Second Appeal. The plaintiff's suit for the recovery of Rs.10,00,000/-, which was paid as an earnest money at the time of execution of the agreement to sell has been accepted by both the courts below. It has come on record that the defendant (appellant) received Rs.10,00,000/- as earnest money while executing the agreement to sell dated 08.04.2013 in favour of the plaintiff (respondent). It was agreed that the sale deed would be executed on or before 15.04.2013, however, the appellant transferred the property by executing various sale deeds on 27.02.2013. Thus, the plaintiff filed a suit for recovery. Both the courts held that the plaintiff is entitled to the refund of earnest money paid by him while executing agreement to sell.

2. Learned counsel representing the appellant contends that the plaintiff was not ready and willing to perform his part of the contract.

3. This Court has considered the submissions made by the learned counsel representing the appellant. As per the agreement to sell, the sale deed was executed on 15.04.2013. On that date, the plaintiff also visited the office of the Sub-Registrar to get the sale deed registered. Moreover, the appellant transferred the property in February, 2013. In such circumstances, the defendant (appellant) has only been ordered to refund the amount. Hence, no ground to interfere is made out.

4. Dismissed.

5. All the pending miscellaneous applications, if any, are also disposed of.

12.10.2023

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Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No

(ANIL KSHETARPAL)
JUDGE