

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH****RSA-3345-2019 (O&M)****Reserved on : 16.01.2025****Date of Decision : 06.02.2025**

Amrik Singh

....Appellant

VERSUS

Nachhattar Singh

....Respondent

CORAM : HON'BLE MRS. JUSTICE ALKA SARIN

Present : Mr. Sandeep Jasuja, Advocate for the appellant.

ALKA SARIN, J.

1. Present appeal has been filed by the plaintiff-appellant challenging the judgment and decree dated 30.08.2016 passed by the Trial Court and judgment and decree dated 31.10.2018 passed by the First Appellate Court.

2. The brief facts relevant to the present *lis* are that the plaintiff-appellant filed a suit for recovery of Rs.10,00,000/- on the ground that the defendant-respondent had agreed to sell 22 Acres 02 Kanals and 18 Marlas of land situated in village Khubban, Tehsil Abohar, District Fazilka @ Rs.12,02,000/- per acre and the defendant-respondent received Rs.10,00,000/- as earnest money and executed a handwritten note. It is further the case that the plaintiff-appellant further agreed to pay an amount of Rs.55,00,000/- on 29.07.2011 and on that day a formal agreement to sell was to be executed. The sale was to be executed by 05.12.2011. It was further averred that the original writing was signed by the plaintiff-appellant, defendant-respondent and

respectable witnesses. Though the plaintiff-appellant approached the defendant-respondent on 29.07.2011 with Rs.55,00,000/- but the defendant-respondent refused to accept the money and stated that he would get the sale deed registered on 05.12.2011. It was further averred that on 05.12.2011 the plaintiff-appellant reached the Tehsil Complex, Sitto Gunno alongwith balance sale consideration and other expenses but the defendant-respondent did not turn up. Thereafter, a registered AD notice dated 02.06.2012 was also served upon the defendant-respondent and a reminder dated 04.07.2012 was also issued. Hence, the present suit for recovery of the said amount. The defendant-respondent appeared and filed his written statement. It was the stand taken that the case was a false and frivolous one based on a handwriting dated 19.07.2011. It was stated that the defendant-respondent had signed the receipt being a middleman and he acted on behalf of the owners who sold their agricultural land i.e 22 Killas 02 Kanals and 18 Marlas situated in village Khubban, Tehsil Abohar, District Fazilka. It was further the case that the defendant-respondent was not the owner of any of the land and that one Harmeet Kaur wife of Balraj Singh, Gurmeet Kaur wife of Harraj Singh, Kuljeet Kaur wife of Gurdeep Singh, Sukhdeep Kaur wife of Hardeep Singh and Karamjeet Kaur wife of Jaswinder Singh were the owners of land measuring 178 Kanals 18 Marlas as per Jamabandi for the year 2009-2010 situated in the revenue estate of village Khubban and they had sold the above said land through their attorneys i.e. Harraj Singh son of Pritam Singh, Gurdeep Singh son of Karam Singh, Hardeep Singh son of Karam Singh and Jaswinder Singh son of Gurmeet Singh. It was further the case that the said owners had told the defendant-respondent that they wanted to sell their land,

and the plaintiff-appellant wanted to purchase it. It was further the case that the defendant-respondent received the amount of Rs.10,00,000/- and signed the *kachi* receipt and handed over the said amount to the owners. On 01.08.2011 both the parties came present in the Court Complex and executed an agreement to sell for a consideration of Rs.14,02,000/- per acre. It was further the case that the owners of the land had taken Rs.67,00,000/- on 01.08.2011 including Rs.10,00,000/-, which was received by the defendant-respondent being the middleman, and the date for execution of the sale deed was fixed as 07.12.2011. It was further the case that on 07.12.2011 the owners came present but the plaintiff-appellant did not come. Thereafter, the plaintiff-appellant approached the defendant-respondent stating that he wanted to purchase some part of the land and accordingly purchased 08 Killas 02 Kanals and 18 Marlas. The plaintiff-appellant could not purchase the remaining land as he did not have sufficient amount. Replication was filed denying the averments made in the written statement and reiterating those in the plaint.

3. The Trial Court vide judgment and decree dated 30.08.2016 dismissed the suit. Aggrieved by the same an appeal was preferred by the plaintiff-appellant which appeal was also dismissed vide judgment and decreed dated 31.10.2018. Hence, the present regular second appeal.

4. Learned counsel for the plaintiff-appellant would contend that both the courts have erred in dismissing the suit. It is urged that there was sufficient evidence on the record to show that the amount of Rs.10,00,000/- had been paid to the defendant-respondent. Rather, the defendant-respondent admitted having taken the amount of Rs.10,00,000/- in furtherance of the

agreement to sell and hence both the Courts erred in dismissing the suit of the plaintiff-appellant.

5. I have heard learned counsel for the plaintiff-appellant.

6. In the present case it was concurrently held that the defendant-respondent himself was not the owner of the suit property. DW-2 Harraj Singh and DW-3 Hardeep Singh stepped into the witness-box and admitted having received Rs.10,00,000/- from the defendant-respondent as sale consideration of the property of Harmeet Kaur. It was also proved on the record that the version as set-forth by the defendant-respondent that a sale deed (Ex.D5) was eventually entered into was executed qua 08 Killas 02 Kanals 18 Marlas on 12.03.2012 in favour of the plaintiff-appellant, which was admitted by the plaintiff-appellant during his cross-examination. Learned counsel for the plaintiff-appellant has not been able to convince this Court that the defendant-respondent had taken the said money. The original owners had stepped into the witness box as DW-2 and DW-3 and had categorically stated having received the said amount which was adjusted towards the sale consideration for the land measuring 08 Killas 02 Kanals and 18 Marlas, which was sold in favour of the plaintiff-appellant vide sale deed (Ex.D5) executed on 12.03.2012. There is not an iota of evidence to prove that the said amount, which was paid to the defendant-respondent was qua the land which was owned by him. In the absence of any evidence to show that the amount was not adjusted qua the sale deed which was executed in favour of the plaintiff-appellant on 12.03.2012 (Ex.D5), no fault can be found with the judgements and decrees passed by both the Courts.

7. In view of the above, I do not find any merits in the present appeal. No question of law, much less any substantial question of law, arises in the present case. The appeal, being devoid of any merits, is accordingly dismissed. Pending applications, if any, also stand disposed off.

06.02.2025
jk

**(ALKA SARIN)
JUDGE**

NOTE: Whether speaking/non-speaking: Speaking
Whether reportable: YES/NO