

2025:PHHC:146592



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

RSA-1034-2022 (O&M)

Reserved on : 26.09.2025

Pronounced on : 28.10.2025

Nishan Singh

....Appellant

VERSUS

Gurdeep Bedi @ Gurdeep Singh Bedi & Ors.

....Respondents

CORAM : HON'BLE MRS. JUSTICE ALKA SARIN

Present : Mr. A. P. Singh, Advocate for the appellant.

ALKA SARIN, J.

1. The present regular second appeal has been preferred by the plaintiff-appellant against the judgements and decrees dated 06.01.2018 and 22.12.2021 passed by the Trial Court and the First Appellate Court dismissing the suit for possession, declaration and permanent injunction.

2. The suit was filed by the plaintiff-appellant averring that earlier he was the owner of certain land in Village Saidkheri, Tehsil Rajpura, District Patiala and in 2006 vide different sale deeds he sold it to the defendant-respondent No.1. Later the defendant-respondent No.1 agreed to sell the land back to the plaintiff-appellant and an agreement to sell was executed on 04.12.2007 for the suit land measuring 5288 sq. yards. The agreement to sell was reaffirmed on 23.06.2008. The defendant-respondent No.1 received Rs.85,78,000/- as earnest money from the plaintiff-appellant at the time of execution of the agreement to sell. However, as per the wishes of the defendant-respondent No.1, the rate of the suit land and the earnest

money received by the defendant-respondent No.1 was not mentioned in the agreement to sell though it was mentioned therein that an amount of Rs.39,52,000/- was payable by the plaintiff-appellant towards the balance sale consideration and the sale deed was to be executed by 28.01.2008. As per the plaintiff-appellant he had been making payment of several amounts to the defendant-respondent No.1 on various dates which were written on the back side of the agreement to sell and that the accounts were finally settled between the parties on 23.06.2008 and at that time it was found that only Rs.6,50,000/- was payable by the plaintiff-appellant towards the balance sale consideration to the defendant-respondent No.1 and the sale deed regarding the suit land measuring 5794 sq. yards was to be executed by 27.06.2008 on receipt of the balance sale consideration. It was submitted that on the asking of the plaintiff-appellant the defendant-respondent No.1 had executed two sale deeds dated 10.06.2010 and 11.06.2010 in respect of land measuring 253 sq. yards each in favour of Thakurdass Satija and Karam Chand Satija and Suraj Parkash Satija. son of Thakur Dass Satija and now the defendant-respondent No.1 was legally bound to execute and register the sale deed in favour of plaintiff-appellant in respect of the remaining land measuring 5288 sq. yards. According to the plaintiff-appellant he was always ready and willing to perform his part of the agreement to sell dated 04.12.2007 and also remained present in the Office of the Sub Registrar, Rajpura on 27.06.2008 but the defendant-respondent No.1 with malafide intention did not come present. Rather, the defendant-respondent No.1 acting illegally, sold the land and executed sale deeds in favour of defendant-respondent

Nos.2 to 5. Hence, the suit. In his written statement the defendant-respondent No.1 disputed the rate at which the land was agreed to be sold to the plaintiff-appellant. He denied that the plaintiff-appellant was ready and willing or that he remained present in the Office of the Sub Registrar, Rajpura on 27.6.2008. Rather, the defendant-respondent No.1 pleaded that he remained present in the Office of the Sub Registrar, Rajpura on that day but the plaintiff-appellant did not come and thereafter the plaintiff-appellant executed a writing dated 07.07.2008 in favour of the defendant-respondent No.1 whereby he received his amounts from the defendant-respondent No.1 and cancelled the agreement/affidavit dated 23.06.2008. Defendant-respondent Nos.3 to 5 took the plea that they were bonafide purchasers for consideration without notice.

3. On the basis of the pleadings of the parties, the following issues were framed by the Trial Court :

1. Whether plaintiff is entitled for possession by way of specific performance of agreement for sale as prayed for ? OPP
2. Whether plaintiff is entitled for permanent injunction as prayed for ? OPP
3. Whether plaintiff is entitled for alternative relief of recovery of Rs.46,38,000/- along with interest as prayed for ? OPP
4. Whether plaintiff is/ was ready and willing to perform his part of contract ? OPP

5. Whether plaintiff has no cause of action to file the present suit ? OPD

6. Whether suit of the plaintiff is false and frivolous ? OPD

7. Whether suit is not properly valued for the purposes of court fee and jurisdiction ? OPD

8. Relief.

4. Vide judgement and decree dated 06.01.2018 the Trial Court dismissed the suit of the plaintiff-appellant. It was inter-alia held that the agreement to sell itself was not clear with regard to the total sale consideration as well as with regard to the payment of earnest money. The payment of earnest money by the plaintiff-appellant was not supported by any evidence as even the agreement to sell was silent regarding the specific amount. The plaintiff-appellant filed an appeal against the judgement and decree of the Trial Court wherein only the findings qua issue no.3 were challenged. However, the said appeal of the plaintiff-appellant was also dismissed by the First Appellate Court vide judgement and decree dated 22.12.2021. Hence, the present regular second appeal by the plaintiff-appellant.

5. Learned counsel for the plaintiff-appellant has contended that both the Courts have erred in dismissing the suit of the plaintiff-appellant. It is urged that since the agreement to sell was admitted by the defendant-respondent No.1, therefore, the suit for refund of the earnest money deserved to be decreed.

6. Heard counsel for the plaintiff-appellant and perused the record.

7. In the present case the suit of the plaintiff-appellant has been dismissed by both the Courts. It has been found that there was no connection between the agreement to sell Ex.P1 and the later affidavit Ex.P3. Before the First Appellate Court only the findings of the Trial Court on Issue No.3 were challenged. It was recorded by the First Appellate Court that *“At the very outset, the learned counsel for the appellant/plaintiff submitted that he does not want to assail the findings of the learned trial Court on issues no.1, 2 and 4 as he does not want to press the prayer for grant of relief of specific performance. However, he has argued that the findings of the learned trial Court on Issue no.3 are not sustainable and the same are liable to be set aside”*. According to the plaint the plaintiff-appellant paid a huge sum of Rs.85,78,000/- as earnest money when the agreement to sell Ex.P1 was executed. However, a perusal of this agreement to sell Ex.P1 reveals that there is not a whisper in it about this amount of earnest money of Rs.85,78,000/-. The agreement to sell Ex.P1 only mentions the balance consideration remaining to be paid which was quantified as Rs.39.52 lakhs. When the edifice of the plaintiff-appellant viz the agreement to sell Ex.P1 makes no mention of the amount paid by him as earnest money, it is impossible for the Court to order a refund. Further, learned counsel for the plaintiff-appellant has been unable to explain as to why only refund of Rs.46,38,000/- was sought in the plaint when the stand taken is that earnest money amounting to Rs.85,78,000/- was allegedly paid. The entire case set-

up by the plaintiff-appellant does not inspire confidence and is not supported by cogent and reliable evidence.

8. In view of the above, no fault can be found with the judgments and decrees passed by both the Courts. In the face of the findings recorded by both the fact finding Courts, there is no scope for any interference by this Court. No cogent and reliable evidence has been highlighted by the counsel for the plaintiff-appellant for this Court to take a contrary view from the one taken by both the Courts. No other point was argued.

9. No question of law, much less any substantial question of law, arises in the present case. The appeal being devoid of any merit is accordingly dismissed. Pending applications, if any, also stand disposed off.

28.10.2025

Ankur Goyal

(ALKA SARIN)
JUDGE

NOTE : Whether speaking/non-speaking: Speaking
Whether reportable: Yes/No