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

RSA-2396-2022 (O&M)

Reserved on : 04.09.2025

Date of Decision : 09.09.2025

Vinod

... Appellant(s)

VERSUS

Ramesh Kumar Bisla & Ors

... Respondent(s)

CORAM : HON'BLE MRS. JUSTICE ALKA SARIN

Present : Mr. Sudhir Aggarwal, Advocate for the appellant.

ALKA SARIN, J.

1. The present regular second appeal has been preferred by the plaintiff-appellant challenging the concurrent findings returned by the Trial Court vide judgment and decree dated 05.01.2022 and the First Appellate Court vide judgment and decree dated 23.05.2022 whereby his suit has been dismissed.

2. Briefly, the facts relevant to the present *lis* are that the plaintiff-appellant filed a civil suit for declaration with consequential relief of permanent injunction and for recovery of damages. It was averred in the plaint that the defendant-respondent Nos.2 to 5 were recorded as owners in possession of the suit property. The plaintiff-appellant through Jai Parkash made a bargain for purchase of the suit property with defendant-respondent Nos.2 to 5 @ ₹59,50,000/- per acre. An amount of ₹46,85,625/- was paid by the plaintiff-appellant to the defendant-respondent Nos.2 to 5 in cash in the presence of witnesses at the time of signing the agreement to sell dated

14.10.2011 which was duly registered before the Sub Registrar, Farrukhnagar. The last date for registration of the sale deed was 14.01.2012. It was further averred that the name of the defendant-respondent No.1 – Ramesh Kumar Bisla – was wrongly recorded in the agreement as he was never associated with the transaction at any stage. It was further the case set up that the plaintiff-appellant was purchasing the land from the defendant-respondent Nos.2 to 5, but when the defendant-respondent No.1 came to know about the purchase of the land, he stated that he was willing to purchase the land and requested the plaintiff-appellant that he could purchase another piece of land and the present suit land be given to the defendant-respondent No.1 and he promised to pay back the earnest money and stated that he would directly get the sale deed registered in his name from the defendant-respondent Nos.2 to 5. The plaintiff-appellant in good faith got the name of the defendant-respondent No.1 recorded in the agreement. However, the defendant-respondent No.1 failed to pay the amount to the plaintiff-appellant and further got the registration of the sale deed also done in his favour. Hence, the suit.

3. Defendant-respondent No.1 filed his written statement raising preliminary objections qua maintainability, not approaching the Court with clean hands, etc. It was stated that the defendant-respondent Nos.2 to 5 had agreed to sell their land measuring 63 kanals to the defendant-respondent No.1 @ ₹59,50,000/- per acre. They executed and registered an agreement to sell dated 14.10.2011 in his favour after receiving the earnest money of ₹46,85,625/-. The sale deed was to be executed on or before 14.01.2012. It was further the stand taken that the plaintiff-appellant was known to the defendant-respondent and he appointed the plaintiff-appellant as an agent on his behalf. The sale deed was eventually registered in favour of M/s UV

Landbase Pvt. Ltd. on 06.01.2012 as a nominee of the defendant-respondent No.1 after receiving the balance sale consideration.

4. A separate written statement was filed by the defendant-respondent Nos.2 to 5. However, subsequently they were proceeded against *ex parte* having failed to file their amended written statement. In the original written statement, they took the defense qua maintainability, cause of action, etc. On merits it was stated that the defendant-respondent Nos.2 to 5 had agreed to alienate their land measuring 63 kanals to the defendant-respondent No.1. The defendant-respondent No.6 also took a similar stand.

5. Replication was filed to the written statements of the defendant-respondent No.1 and the defendant-respondent No.6. On the basis of the pleadings of the parties the following issues were framed :

1. Whether plaintiff is entitled to decree for declaration to the effect that plaintiff is purchaser and that impugned sale deed bearing vaskika no.4314 dated 06.01.2012 is illegal and null & void alongwith consequential relief of permanent injunction as prayed for ? OPP
2. Whether in the alternative plaintiff is entitled to decree for recovery of earnest money of Rs.46,85,825/- paid by the plaintiff to defendant no. 1 to 5 alongwith interest & damages as prayed for ? OPP
3. Whether suit of the plaintiff is not maintainable ? OPD
4. Whether plaintiff has not approached the Court with clean hands and has concealed material facts from the

Court ? OPD

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

6. Whether the plaintiff is estopped from filing the present suit by his own act, conduct, acquiescence and admission ? OPD

7. Whether suit of the plaintiff is bad for non-joinder and misjoinder of necessary parties ? OPD

8. Whether present suit is barred by law of limitation ? OPD

9. Whether suit is barred by law and principle of specific relief Act ? OPD

10. Whether defendant no. 6 is bonafide purchaser for valuable consideration of the suit property ? OPD

11. Relief.

6. The Trial Court dismissed the suit vide judgment and decree dated 05.01.2022. Aggrieved by the same an appeal was preferred by the plaintiff-appellant which appeal was also dismissed by the First Appellate Court vide judgment and decree dated 23.05.2022. Hence, the present regular second appeal.

7. Learned counsel for the plaintiff-appellant would contend that both the Courts have erred in dismissing the suit. It is urged that the defendant-respondent Nos.2 to 5 had entered into an agreement to sell dated 14.10.2011 with the plaintiff-appellant and it was the plaintiff-appellant who had paid the earnest money of ₹46,85,625/-. However, in good faith, the plaintiff-appellant had got the name of the defendant-respondent No.1 written in the agreement

to sell as he had promised that he would pay the earnest money to him, but not a single penny had been paid. It is further the contention that the defendant-respondent No.1 was never associated with any transaction.

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

9. In the present case both the Courts concurrently found that the agreement to sell (Ex.P1) records the name of the defendant-respondent No.1 as the buyer. The agreement to sell was between the defendant-respondent No.1 and the defendant-respondent Nos.2 to 5. However, the case of the plaintiff-appellant was that he had paid the earnest money and that he had got the name of the defendant-respondent No.1 recorded in the agreement to sell in good faith. This plea was rightly rejected by both the Courts as the plaintiff-appellant failed to produce any evidence to support the case as set up in the plaint. There is nothing on the record to even remotely suggest that the plaintiff-appellant was ever associated with the agreement to sell wherein the defendant-respondent Nos.2 to 5 were reflected as the sellers and the defendant-respondent No.1 as the buyer. Further, the defendant-respondent No.1 had produced his bank account statements as Ex.DW3/2 and his wife's as Ex.DW3/1 to show that the money was withdrawn by him from the accounts to make the payment. He further proved on the record that the payment of earnest money was done by the defendant-respondent No.1 from the sale consideration received by his wife after selling her share in the joint property alongwith her mother. Learned counsel for the plaintiff-appellant has not been able to point out any evidence to even remotely suggest that the plaintiff-appellant was ever a part of the agreement to sell or had paid any part of the consideration amount. In the absence of any cogent and reliable evidence to prove the case set-up by the plaintiff-appellant, no fault can be

found with the judgments and decrees passed by both the Courts.

10. In view of the above, no question of law, much less any substantial question of law, arises in the present case which requires determination by this Court. The appeal being devoid of any merit is accordingly dismissed. Pending applications, if any, also stand disposed off.

09.09.2025

Yogesh Sharma

(ALKA SARIN)

JUDGE

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