



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

114

**RSA-4224-2013 (O&M)
Date of decision : 01.09.2025**

Tehal Singh

..... Appellant

versus

**Baldev Singh (since deceased) through his LRs and
ors**

..... Respondents

CORAM : HON'BLE MR. JUSTICE PANKAJ JAIN

Present: Mr. Aakash Singla, Advocate and
Ms. Vaishali Singla, Advocate
for the appellant.

Mr. Abhimanyu Tewari, Advocate and
Mr. Sidhant Awashti, Advocate
for the respondents.

PANKAJ JAIN, J. (Oral)

1. Defendant is in second appeal. For convenience, parties hereinafter are referred to by their original position before the Court of the First Instance, i.e. appellant as defendant and respondent as plaintiff.
2. Plaintiff filed suit for possession by way of specific performance of an agreement to sell dated 10.11.2004. As per plaintiff, defendant agreed to sell land measuring 184 Kanal 2 Marlas in his favour @ of Rs. 6,55,000/- per acre and executed agreement to sell dated 10.11.2004 in writing after receiving Rs. 15 lakhs as earnest money through cheque dated 10.11.2004. The parties agreed to get the sale deed executed on or before 14.05.2005 on payment of balance sale consideration by the plaintiff. It was also agreed that the defendants would get the land redeemed before 14.05.2005. As per plaintiff, on



10.11.2004, another agreement to sell qua Dera and the land beneath the Dera was also executed between the parties. Plaintiff claims that he always remained ready and willing to perform his part of contract, however, defendants kept on delaying the same on one pretext or the other. Plaintiff claims that on 08.05.2005, he came to know that the defendant was negotiating qua sale of land with third parties. He immediately approached defendant on 14.05.2005 for execution of the sale deed. 14.05.2005 and 15.05.2005 were declared as public holidays. Plaintiff claims to have remained present in the office of Sub-Registrar, Karnal on 13.05.2005 along with balance sale consideration and incidental charges. On the day after holidays, i.e. 16.05.2005, plaintiff claimed that he again remained present in the office of Sub-Registrar, Karnal. However, defendant failed to turn up to execute sale deed in his favour. As per plaintiff, the defendants orally agreed to deliver actual physical possession of the land which is joint with the plaintiff. Legal notice dated 20.05.2005 was served upon the defendants without any positive result. Plaintiff instituted present suit on 15.06.2005 claiming decree of specific performance and in the alternative decree for recovery of Rs. 30 lakhs, i.e. double the earnest money paid to the defendants.

3. Suit was contested by the defendants claiming that plaintiff is a practicing Advocate at District Courts, Karnal and was appearing in Civil Appeal titled as '*Jagir Singh v. Tehal Singh and another*' in the Court of Additional District Judge, Karnal representing defendant No.1. Plaintiff No.1 persuaded defendants to sell their agricultural land. They agreed to sell the same @ Rs.7,90,000/- per acre in the presence of



broker namely Lajwant Singh s/o Takhat Singh. Playing fraud, plaintiff No.1 got the agreement to sell executed on 10.11.2004 for the land in question @ Rs.6,55,000/- per acre instead of agreed rate of Rs.7,90,000/- per acre. Plaintiffs were never ready to get the sale deed executed and rather wanted to sell the same at higher rate with an intent to earn profit. Prior to target date, i.e. 14.01.2005, defendants objected to the agreement to sell regarding the rate mentioned as Rs.6,55,000/- instead of Rs.7,90,000/-. It is admitted that on 14.05.2005 and 15.05.2005, it was Saturday and Sunday and Tehsil Complex at Karnal was closed. Defendants claimed that plaintiffs orally extended the target date from 14.05.2005 to 20.05.2005 and claimed that they remained present in the office of Sub-Registrar Karnal on the extended date, but the plaintiffs failed to turn up. Defendants claimed to have got their presence marked on the said date. Receipt of earnest money of Rs.15 lakhs stands admitted. It is however claimed that plaintiffs were not in possession of amount Rs.1,35,73,187.50, i.e. balance sale consideration apart from the requisite registration and stamp duty charges.

4. Suit was put to trial by the Court of First Instance framing following issues:-

- “1) Whether defendant has entered into an agreement to sell the suit property to plaintiff at the rate of 6,55,000/- per acre, vide agreement dated 10.11.2004 and received 15,00,000/- as earnest money? OPP.
- 2) Whether plaintiff is still ready and willing to perform his part of contract? OPP.
- 3) If issues no. 1 and 2 are proved, whether the plaintiff is entitled to have a sale deed executed and registered in his favour? OPP.
- 4) Whether plaintiff has got no locus-standi to file and maintain the present suit? OPD.
- 5) Whether suit of plaintiffs is not maintainable? OPD.
- 6) Whether plaintiff has got no cause of action to file and maintain the present suit? OPD.
- 7) Whether suit of the plaintiffs has not been properly valued for the



purpose of court fees and jurisdiction? OPD.

8) Whether plaintiffs have concealed material facts from the court? OPD.

9) Relief.”

5. Answering all the issues in favour of the plaintiffs, Trial Court decreed the suit. The findings recorded by the Court of the First Instance stand affirmed by the Lower Appellate Court in the appeal preferred by the defendants.

6. Dissatisfied with the decree, the defendant is in second appeal before this Court. Counsel for the appellant has assailed the findings recorded by the Courts below, asserting that the plaintiffs having failed to prove their readiness, Courts below ought to have dismissed their suit. The suit filed by the plaintiffs seeking decree of specific performance has been allowed without there being any evidence to prove their readiness. Reliance is being placed upon Section 16(c) of Specific Relief Act, 1963 to submit that there being a statutory bar from granting decree of specific performance, Courts below erred in decreeing the suit filed by the plaintiffs. In order to hammerforth his contentions, counsel for the appellant relies upon ratio of law laid down by Supreme Court in the case of *J.P. Builders v. A. Ramadas Rao* (2011) 1 SCC 429, *U.N. Krishnamurthy v. A.M. Krishnamurthy* (2023) 11 SCC 775.

7. Counsel for the appellant has further drawn attention of this Court to the findings recorded by the Courts below, wherein both the Courts rely upon compensation paid to the plaintiffs on account of acquisition of his land to return the finding of readiness. He submits that the finding is perverse and is a result of misreading of evidence on record. Reference is being placed upon testimony of plaintiff Balkar



Singh, who appeared as PW5, DW1 Anil Gupta Record Keeper, Record Room Sessions Courts, Karnala and that of DW3 Pawan Kumar, Ahalmad from the Court of ADJ Karnal. He submits that from the joint reading of the statements made by the witnesses including plaintiff himself, it is evident that plaintiff had no funds to perform his part of contract and thus, cannot be held to be ready to perform his part as contemplated under Section 16(c) of 1963 Act. He submits that misreading of the evidence on record has led to perversity in the judgment of the Courts below. The judgment and decree passed by the Courts below being perverse, need to be set aside.

8. Counsel for the respondent has submitted that both the Courts have adjudicated the dispute in favour of the respondents returned concurrent finding of facts. It is beyond the scope of regular second appeal to re-appreciate the evidence for the third time. He refers to the findings recorded by the Trial Court to submit that there is admission on part of the defendants regarding execution of agreement to sell dated 10.11.2004. The defence projected by defendants regarding difference in the rate of land to be sold has been disbelieved by the Courts. The earnest money deposited by the plaintiff through two cheques remained with the defendants. On readiness and willingness, he submits that the Trial Court has rightly noted the categorical averments made by the plaintiff regarding their readiness and willingness to execute agreement to sell. The two affidavits Ex.P1 and Ex.P3 dated 13.05.2004 and 16.05.2004 exhibit the willingness and readiness of the plaintiff. He relies upon testimony of DW3 Pawan Kumar and DW4 Anil Gupta to contend that an amount of



Rs.62,69,611/- and Rs.28,40,698/- was awarded as compensation to plaintiff Baldev Singh and Santosh Rani respectively. Trial Court relied upon the statement made by Baldev Singh that he arranged funds from his family and friends, who were in turned to be paid back from the funds received from the Land Acquisition Collector. Counsel in order to support his contention relies upon ***Azhar Sultana v. Rajamani (2009) 17 SCC 27***. He contends that it was not essential for the plaintiff to keep ready and file proof of the entire amount of consideration. He was only required to prove his capacity to pay the sale consideration. Further reliance has been placed upon ratio of law laid down in ***Sukhbir Singh & Ors v Brijpal Singh & Ors 1997 2 SCC 200*** to contend that presence of plaintiff before the Sub-Registrar is enough to prove his readiness and willingness. Further reliance has been placed upon ***Dhanpat v. Sheo Ram 2020 (16) SCC 209*** to submit that question of law is quintessential to entertain regular second appeal.

9. In the considered opinion of this Court, the issue that requires consideration of this Court is:-

(i) *Whether the Courts below erred in holding plaintiff to be ready and willing to perform his part of agreement to sell dated 10.11.2004?*

10. Trite it is that plaintiff in order to succeed in a suit for specific performance apart from execution of valid agreement needs to plead and prove that he always remained ready and willing to perform his part of the contract. Supreme Court in ***Kamal Kumar v. Premlala Joshi (2019) 3 SCC 704*** observed as under:-

“7. It is a settled principle of law that the grant of relief of specific performance is a discretionary and equitable relief.



The material questions, which are required to be gone into for grant of the relief of specific performance, are:

7.1 First, whether there exists a valid and concluded contract between the parties for sale/purchase of the suit property.

7.2 Second, whether the plaintiff has been ready and willing to perform his part of contract and whether he is still ready and willing to perform his part as mentioned in the contract;

7.3 Third, whether the plaintiff has, in fact, performed his part of the contract and, if so, how and to what extent and in what manner he has performed and whether such performance was in conformity with the terms of the contract;

7.4 Fourth, whether it will be equitable to grant the relief of specific performance to the plaintiff against the defendant in relation to suit property or it will cause any kind of hardship to the defendant and, if so, how and in what manner and the extent if such relief is eventually granted to the plaintiff;

7.5 Lastly, whether the plaintiff is entitled for grant of any other alternative relief, namely, refund of earnest money etc. and, if so, on what grounds.

8. In our opinion, the aforementioned questions are part of the statutory requirements [See Section 16(c), 20, 21, 22, 23 of the Specific Relief Act, 1963 and the Forms 47/48 of Appendix A to C of the Code of Civil Procedure]. These requirements have to be properly pleaded by the parties in their respective pleadings and proved with the aid of evidence in accordance with law. It is only then the Court is entitled to exercise its discretion and accordingly grant or refuse the relief of specific performance depending upon the case made out by the parties on facts.”

11. While explaining the import of the two different expressions, ‘readiness’ and ‘willingness’, Supreme Court in the case of ***J.P. Builders (supra)*** observed as under:-

“21. Among the three clauses, we are more concerned about clause (c). "Readiness and willingness" is enshrined in clause (c) which was not present in the old Act of 1877. However, it



was later inserted with the recommendations of the 9th Law Commission's Report. This clause provides that the person seeking specific performance must prove that he has performed or has been ready and willing to perform the essential terms of the contract which are to be performed by him.

22. The words "ready" and "willing" imply that the person was prepared to carry out the terms of the contract. The distinction between "readiness" and "willingness" is that the former refers to financial capacity and the latter to the conduct of the plaintiff wanting performance. Generally, readiness is backed by willingness.

23. In *N.P. Thirugnanam v. Dr. R. Jagan Mohan Rao* [(1995) 5 SCC 115] at SCC para 5, this Court held: (SCC pp. 117-18)

"5.... Section 16(c) of the Act envisages that the plaintiff must plead and prove that he had performed or has always been ready and willing to perform the essential terms of the contract which are to be performed by him, other than those terms the performance of which has been prevented or waived by the defendant. The continuous readiness and willingness on the part of the plaintiff is a condition precedent to grant the relief of specific performance. This circumstance is material and relevant and is required to be considered by the court while granting or refusing to grant the relief. If the plaintiff fails to either aver or prove the same, he must fail. To adjudge whether the plaintiff is ready and willing to perform his part of the contract, the court must take into consideration the attending circumstances. The amount of consideration which he has to pay to the defendant must of necessity be proved to be available. Right from the date of the execution till date of the decree he must prove that he is ready and has always been willing to perform his part of the contract. As stated, the factum of his readiness and willingness to perform his part of the contract is to be adjudged with reference to the conduct of the party and the attending circumstances. The court may infer from the facts and circumstances whether the plaintiff was ready and was



always ready and willing to perform his part of the contract."

24. In *P. D'Souza v. Shondrilo Naidu* [(2004) 6-SCC 649] this Court observed: (SCC p. 654 paras 19 and 21)

"19. It is indisputable that in a suit for specific performance of contract the plaintiff must establish his readiness and willingness to perform his part of contract. The question as to whether the onus was discharged by the plaintiff or not will depend upon the facts and circumstances of each case. No straitjacket formula can be laid down in this behalf.

21.... The readiness and willingness on the part of the plaintiff to perform his part of contract would also depend upon the question as to whether the defendant did everything which was required of him to be done in terms of the agreement for sale."

25. Section 16(c) of the Specific Relief Act, 1963 mandates "readiness and willingness" on the part of the plaintiff and it is a condition precedent for obtaining relief of grant of specific performance. It is also clear that in a suit for specific performance, the plaintiff must allege and prove a continuous "readiness and willingness" to perform the contract on his part from the date of the contract. The onus is on the plaintiff.

26. It has been rightly considered by this Court in *R.C. Chandiok v. Chuni Lol Sabharwal* [(1970) 3 SCC 140] that "readiness and willingness" cannot be treated as a straitjacket formula. This has to be determined from the entirety of the facts and circumstances relevant to the intention and conduct of the party concerned.

27. It is settled law that even in the absence of specific plea by the opposite party, it is the mandate of the statute that the plaintiff has to comply with Section 16(c) of the Specific Relief Act and when there is non-compliance with this statutory mandate, the court is not bound to grant specific performance and is left with no other alternative but to dismiss the suit. It is also clear that readiness to perform must be established throughout the relevant points of time. "Readiness and willingness to perform the part of the contract has to be determined/ascertained from the conduct of the parties."



12. The aforesaid ratio laid down in the case of ***J.P. Builders (supra)*** has been followed in subsequent judgments including those rendered in ***U.N. Krishnamurthy (supra)***, ***Sangita Sinha vs. Bhawna Bhardwaj and others 2025 Online SCC 73*** and ***Jagjit Singh vs. Amarjit Singh (2018) 9 SCC 805***.

13. In the present case, there is no dispute with respect to willingness of the plaintiff as he has been able to prove his presence before the office of Sub-Registrar on 16.05.2006. Issue is readiness. Trite it is that plaintiff in order to prove his readiness, is not required to carry amount of consideration in cash and wave off the same but is certainly required to prove that he had the capacity to perform his part. One who seeks decree of specific performance needs to demonstrate that had the other party turned up one scheduled date, he was ready to honour his part of promise. The Lower Appellate Court while returning findings with respect to readiness of the plaintiff observed as under:-

“59. This is also important to mention here that the suit for perpetual injunction, which was subsequently amended in the present form, vide order dated 8.6.2005, was instituted on 12.5.2005. The plaintiffs served legal notice Ex. P-6 upon the defendants and to this effect, plaintiff Baldev Singh has specifically stated on oath. Plaintiff Baldev Singh has been practicing lawyer in District Courts, Karnal, since 1978. Plaintiff Baldev Singh, while deposing in the witness box as PW-5, during his cross-examination, stated that he managed money from his relatives and close persons. The defendants have exhibited on the record documents Ex. D-6 to Ex. D-9 which are copies of the bank passbooks in the names of the plaintiffs.

60. However, PW-5 plaintiff Baldev Singh, during his cross-examination, deposed that on dated 16.5.2005 in his Saving Account No. 8944 in Union Bank of India, there was balance of ₹ 2,11,759.14P. He withdrew 660/- on 16.5.2005



from that account. He further stated that in May, 2005, a sum of ₹ 1,58,646/- was lying as balance in Saving Account No. 40530 in Union Bank of India in the name of his wife. He further stated that in May, 2005, a sum of 3606/- was lying as balance in Saving Account No. 0286000100213928 in Punjab National Bank in his name. Similarly, in May, 2005, a sum of ₹ 343/- was lying as balance in Saving Account No. 0286000100213919 in Punjab National Bank in the name of his wife. This witness further stated that his 14 acres of land was acquired and about one crore was paid to him as compensation. This is an admitted fact on the record that some lands of the plaintiffs were acquired by Land Acquisition Collector.

61. As per the statement of DW-3 Pawan Kumar, Ahlmad, Land Acquisition Collector, deposited the enhanced compensation on account of land acquisition in favour of the plaintiffs. DW-4 Anil Gupta, Record-keeper deposed that Land Acquisition Collector, released the land compensation in favour of plaintiff Baldev Singh to the tune of ₹ 62,69,611/- and in favour of Santosh Rani to the tune of ₹ 28,40,698/-.

62. The above said evidence shows that plaintiff No.1 was a man of means and had the financial capability and resources to raise ₹ 1.50 crore for execution of the sale deed. But in the case in hand, the plea that the plaintiffs were not ready and willing to perform their part of the contract, is not available to the defendants. In **Jora Singh vs. Lakhwinder Kumar & Ors. 2011(2) C.C.Cases 113** the Hon'ble High Court of Punjab & Haryana held that the defendant denied execution of agreement saying that he was never ready and willing to perform his part of the contract. It did not lie his mouth to contend that plaintiff was ready and willing to perform his part of the contract.

63. In **Surjeet Singh vs. Kartar Singh (deceased) represented by L.R's. 1987 S.L.J. 342**, it was held by Hon'ble High Court of Punjab & Haryana that when the vendor did not provide any opportunity to the vendee to tender the balance amount of consideration, it was not necessary for the vendee to prove that he had sufficient Financial resources to pay the balance amount of consideration.



64. In **Amar Kaur and others vs. Lashu Ram and others 2011(2) P.L.R. 18**, the Hon'ble High Court of Punjab and Haryana held that even before the expiry of date stipulated in the agreement for execution of the sale deed, the plaintiff had to file a suit for permanent injunction when the defendants were trying to alienate the suit land to somebody else. This circumstance would depict the readiness and willingness of the plaintiff to perform his part of the contract.

65. In the light of the above said authorities, it is held that the defendant cannot question the readiness and willingness of the plaintiffs to execute the agreement to sell, which is otherwise proved by the evidence on record. As far as the authorities of the defendant are concerned, they are not applicable to the facts of the case and are hence not relied upon.”

14. Testing the aforesaid findings recorded by the Courts below on the parameters of the binding precedents as referred to hereinabove, this Court finds that the Courts below erred in holding that the defendant cannot question the readiness and willingness of the plaintiff to execute agreement to sell having denied the execution thereof. The findings cannot be sustained for more than one reason.

15. This is not a case wherein the defendant has denied the execution of agreement to sell. Even if it was a case of denial of execution of agreement to sell, plaintiff in order to succeed in his claim for specific performance, was required to clear the statutory bar as contemplated under section 16(c) of 1963 Act *dehors* the plea raised by the defendant.

16. A bare perusal of statement of the plaintiff PW5 Baldev Singh would show that he is totally evasive regarding the source of money. In his examination-in-chief by way of affidavit Ex.PW5/A, he does not disclose anything about his capacity to pay the balance sale



consideration which was more than rupees one crore. His examination-in-chief reads as under:-

“3. We have always been and are still ready and willing to perform our part of the agreement, to pay the balance sale consideration and to get the sale deed in respect of the land in question executed and registered from the defendants in our favour, at our expenses but the defendants have been prolonging the matter on one pretext or the other. After the above agreement to sell was executed in our favour, we also came to know that a litigation with regard to the land in question is pending between the defendants and their brother Sh. Jagir Singh.

4. That on 8.5.2005 we came to know that the defendants are negotiating with certain persons to dispose off the land in question. We immediately contacted the defendants and requested them to settle their score with their brother Sh. Jagir Singh, to accept the balance sale consideration and to execute the requisite sale deed in our favour, but the defendants told us that they are not bound to execute the sale deed before the target date i.e. 14.5.2005. Apprehending that the defendants may execute the sale deed in respect of the land in question in favour of some other persons, we filed a suit for permanent injunction against the defendants.

5. That since 14.5.2005 and 15.5.2005 happened to be holidays, the plaintiffs waited for the defendants in the office of Sub Registrar, Karnal during office hours on 13.5.2005 and on 16.5.2005 along with the balance sale consideration and the money needed for stamps and registration of the sale deed, to get the sale deed in respect of the land in question executed and registered in their favour but the defendants did not turn up and as such on 13.5.2005 and also on 16.5.2005 the plaintiffs sworn an affidavit about their readiness and willingness to get the requisite sale deed executed their favour. The affidavit dated 13.5.2005 was also got attested by the plaintiffs from Sh. Anil Kumar Notary Public Karnal and the affidavit dated 16.5.2005 was got attested by the plaintiffs from the Sub Registrar Karnal, exercising the powers of Executive Magistrate.”



17. In his cross-examination recorded on 19.08.2009, he claims that prior to the target date, he had withdrawn certain amount from his bank accounts. But when asked about the bank account from which the amount was withdrawn, he remained evasive. Then he claimed that he borrowed some money from his brother Gurmail Singh and cousin brother and certain other sources. When asked about the amounts borrowed by him, he was clueless.

18. He was recalled for further cross examination on 02.12.2009. He produced on record passbooks pertaining to his saving accounts. As per the same, on 16.05.2005, he had Rs.2,11,759.14 in one of his bank accounts with Union Bank of India. On 16.05.2005, he had withdrawn 600 rupees. In his other saving account with Union Bank of India, the balance in May 2005 was Rs.1,58,646/-. No money was withdrawn from the same in May 2005. After narrative of withdrawal of money from Bank fell flat, he shifted his stance relying on acquisition of land. He claimed that he received Rs. 1 crore as compensation thereof on 24.12.2004. Both the Courts below have heavily relied upon the aforesaid compensation on account of acquisition of land. Plaintiff failed to bring on record any evidence with respect to payment of the aforesaid compensation prior to the target date on 24.12.2004. He rather admitted that he has no document to show when he received the said compensation.

19. Defendant summoned DW3 Pawan Kumar, Ahalmad from the Court of ADJ Karnal and DW4 Anil Gupta Record Keeper, Sessions Court, Karnal. From the testimony of DW3 and DW4, though it is evident that both the plaintiffs were entitled to



compensation on account of their land having been acquired by State of Haryana. However, it is evident that till the target date for execution of the sale deed, no amount was deposited by the Land Acquisition Collector.

20. Even during the course of arguments, counsel for the plaintiff was asked to show any evidence to prove that plaintiff was in financial capacity to pay the balance sale consideration of more than Rs. 1 crore on the target date. Counsel for the plaintiff could not point out any evidence on record to show that plaintiff had the capacity to honour the commitment of paying balance sale consideration of Rs. 1,35,73,187.50 on 16.05.2005, i.e. the target date. There is no quarrel with the proposition of law laid down in the case of ***Azhar Sultana (supra)*** that readiness and willingness of the plaintiff in the suit seeking decree of specific performance has to be ascertained from his conduct. No hard and fast rule can be laid to gauge the same.

21. In the present case, counsel for the plaintiff wants to argue that since the plaintiffs were entitled to receive compensation for the acquired land, they were in capacity to borrow the amount from their kiths and kins. Needless to say relief of specific performance is a discretionary relief. Plaintiff in his testimony claimed that he had withdrawn certain amount from his saving accounts and has borrowed some amounts from his relatives. Withdrawal from the bank account has been proved to be false statement. Likewise, borrowing from near dear ones, also has no basis. Thereafter, he tried to take refuge under the amount of compensation received by him on account of acquired land. The said statement made by him was also found to be against the



record and was falsified from the testimony of DW3 and DW4. Plaintiff repeatedly shifted his stand having cross examination. Each of his stands lacked credence.

22. In view thereof, this Court finds that the Courts below erred in misreading of evidence on record to return a perverse finding in favour of plaintiff regarding his readiness to perform agreement to sell dated 10.11.2004. Plaintiff being not ready to perform his part, cannot be held entitled to the main relief of specific performance.

23. Mr. Tewari is right in contending that in view of ratio of law laid down by 05 Judges Bench in the case of '*Pankajakshi vs. Chandrika*' (2016) 6 SCC 157, the regular second appeals in Punjab and Haryana High Court are to be dealt in accordance with Section 41 of the Punjab Courts Act, 1930. Section 41 of the Punjab Courts is pari materia to Section 100 CPC, 1908 prior to 1976 amendment. Accordingly, question of law is necessary to entertain and interfere in the regular second appeal. Trite it is that where misreading of evidence leads to perversity in the findings, it breeds substantial question of law. Thus, this Court having held that the findings recorded by the Courts below are perverse being result of misreading of evidence on record, objection raised by Mr. Tewari regarding pure finding of fact *sans merit* and is hereby rejected.

24. Coming on to the next issue of the relief to which the plaintiff is entitled, this Court finds that keeping in view that the execution of agreement to sell and the payment of earnest money is not denied, plaintiff is entitled to alternate relief of recovery of Rs.30 lakhs, i.e. double the amount of earnest money along with interest @ 6% per



annum from the date of filing of the suit till the date of actual realization.

25. The judgment and decree passed by the Courts below is ordered to be modified to the extent that the plaintiff is held entitled for alternate relief of recovery of Rs.30 lakhs along with 6% interest.

26. Disposed off, accordingly.

27. Since the main case has been decided, pending miscellaneous application, if any, shall also stands disposed off.

(PANKAJ JAIN)
JUDGE

01.09.2025

Dinesh

Whether speaking/reasoned : Yes

Whether Reportable : No