



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

Date of Decision : 09.12.2025

RSA No.4644 of 2014

Jasdev Singh

....Appellant

Versus

Amarjit Singh and others

.....Respondents

RSA No.924 of 2015 (O&M)

Amarjit Singh

....Appellant

Versus

Jasdev Singh and others

.....Respondents

CORAM : HON'BLE MR. JUSTICE PANKAJ JAIN

Present : Mr. B.P.S. Virk, Advocate
for the appellant in RSA-4644-2014 and
for respondent No.1 in RSA-924-2015.

Mr. Varun Jain, Advocate
for the appellant in RSA-924-2015 and
for respondent No.1 in RSA-4644-2014.

PANKAJ JAIN, J. (Oral)

These are cross-appeals filed by the rival parties. The appeals arise out of a suit filed by plaintiff seeking decree of possession by way of specific performance of agreements to sell, dated 14.02.2005, 28.03.2005 and 07.04.2005 regarding land measuring 3 biswas.

2. As per the plaintiff, defendant No.2 Baljit Kaur with the consent of her husband (defendant No.1), executed agreement to sell, dated



14.02.2005 in his favour. She agreed to sell suit land by way of written agreement for a consideration of Rs.1,60,000/-. An amount of Rs.30,000/- was paid by the plaintiff to defendant No.2 as earnest money. Sale deed was to be executed in favour of the plaintiff by defendant No.1 on or before 30.03.2005. It was further agreed that in case defendant No.1, who is serving in Indian Army, fails to get leave, the due date for execution of sale deed shall be extended. Defendant No.2 Baljit Kaur extended the date till 05.04.2005. Defendant No.1 came on leave and vide agreement dated 04.04.2025, defendant No.1 himself extended the date of registration of sale deed till 08.04.2005 admitting receipt of Rs.30,000/- by his wife on 14.02.2005.

2.1. As per the pleaded case, on 07.04.2005 a fresh agreement to sell was executed by defendant No.1 in favour of the plaintiff. Further an amount of Rs.1,25,000/- was paid. Accordingly, by 07.04.2005, defendants No.1 and 2 had already received an amount of Rs.1,55,000/- out of the total sale consideration of Rs.1,60,000/-. Date of execution of sale deed was further extended to 30.04.2005. The agreed date i.e., 30.04.2005 happened to be Saturday. Office of the Sub Registrar was closed. Defendant No.1 agreed to execute the sale deed in favour of the plaintiff in the next week. Plaintiff claims that he always remained ready to perform his part of agreement but defendant No.1 sold land in favour of defendant No.3 vide Sale Deed No.803, dated 30.05.2005 for a consideration of Rs.1,25,000/- to



the prejudice of his rights. Plaintiff, accordingly, instituted present suit on 15.06.2005.

3. Suit was contested by defendants. Defendants No.1 and 2 filed joint written statement. Execution of agreement to sell, dated 04.04.2005 by defendant No.1 in favour of plaintiff, stands admitted. Receipt of earnest money of Rs.30,000/- and further sum of Rs.1,25,000/-, is not disputed. However, defendants claimed that plaintiff was not having financial capacity to pay the balance sale consideration and the registration expenses, due to which sale deed could not be executed on the appointed date. Defendants rather claimed that defendant No.1 always remained ready and willing to perform his part of the contract. Sale deed could not be executed due to incapacity of the plaintiff. Defendant No.1 was thereafter constrained to sell the suit property in favour of defendant No.3 vide registered Sale Deed, dated 30.05.2005.

4. In the separate written statement, defendant No.3 denied existence of any agreement to sell by defendants No.1 and 2 in favour of the plaintiff. Defendant No.3 claimed to be a *bona fide* purchaser for consideration having purchased the property vide registered sale deed without any knowledge of prior agreement to sell executed by defendants No.1 and 2 in favour of the plaintiff.

5. Suit filed by the plaintiff was put to trial by the Court of First Instance, framing following issues:



- “1. Whether defendant Baljit Kaur with the consent of her husband Amarjit Singh executed an agreement to sell dated 14.2.2005 in favour of plaintiff for sale consideration of Rs.1,60,000/- and received Rs.30,000/- as earnest money? OPP
2. Whether defendant Amarjit Singh extended the date of execution of the sale deed up till 8.4.2005 on 4.4.2005 and admitted agreement to sell dated 14.2.2005 executed by her wife after receiving Rs.30,000/- from plaintiff? OPP
3. Whether on 7.4.2005 defendant Amarjit Singh executed another agreement to sell in favour of plaintiff and received Rs.1,25,000/- as earnest money and fixed the date of execution. of the sale deed to 30.4.2005?OPP
4. Whether plaintiff always ready and willing to perform his part of contract and terms of agreement? OPP
5. Whether agreement to sell per-pounded by the plaintiff is forged document, and has been prepared by the plaintiff in collusion with defendants no.1 & 2 to grab the property? OPD
6. Whether defendant no.3 is bonafide purchaser without the notice of the agreement to sell in favour of plaintiff ?OPP
7. Whether the civil Court has no jurisdiction to try the present suit? OPD
8. Whether plaintiff has got no locus standi to file the present suit? OPD
9. Whether suit is not legally maintainable in the present form? OPD
10. Whether plaintiff has not cause of action to file the present suit? OPD
11. Whether suit is not property valued for the purpose of Court fee? OPD
12. Whether plaintiff is entitled for the decree of specific performance as prayed for? OPD
13. Whether plaintiff is entitled for decree of permanent injunction, as prayed for? OPD



14. Whether plaintiff is entitled for decree of recovery of Rs.1,60,000/- in the alternative? OPP
15. Relief.

6.1. While answering Issues No.1 to 4, the Court of First Instance found that the plaintiff failed to produce any evidence on record to prove his readiness and willingness and thus, he was not entitled for main relief of specific performance.

6.2. While deciding Issue No.14 *qua* grant of alternate relief, the Court found that defendants No.1 and 2 fully proved their presence in the office of Sub Registrar on 02.05.2005 vide Exhibit DA, whereas the plaintiff failed to lead any evidence to prove his presence. There is no evidence on record that the plaintiff ever approached defendants No.1 and 2 after the agreed date of the execution of sale deed. Defendant No.1 was rather forced to sell his land in favour of defendant No.3 for a consideration of Rs.1,25,000/- due to which he suffered a loss of Rs.35,000/-. The Court, accordingly, found plaintiff entitled to recovery of Rs.1,25,000/- only, as an alternate relief.

7. Two separate appeals were preferred against the judgment and decree passed by the Court of First Instance.

7.1. Plaintiff filed appeal disputing the part of decree whereby recovery of Rs.30,000/- has been declined. Defendant No.1 filed appeal claiming that the alternate relief ought not have been granted after plaintiff



failed to prove his readiness and willingness and the suit ought to have been dismissed in its entirety.

8. The Lower Appellate Court dismissed both the appeals upholding the judgment and decree passed by the Court of First Instance.

9. RSA No.4644 of 2014 is at the behest of the plaintiff, who is aggrieved of denial of recovery of Rs.1,55,000/-. Thus, in fact, he is aggrieved of denial of recovery of Rs.30,000/-.

10. RSA No.924 of 2015 is at the behest of defendant No.1, who is aggrieved of grant of decree of recovery against him.

11. Ld. Counsel for the plaintiff submits that the Courts below erred in denying main relief to the plaintiff. He submits that once agreement to sell was admitted by the defendants and it is admitted that an amount of Rs.1,55,000/- out of total sale consideration of Rs.1,60,000/- stands paid, the Courts below should have decreed the suit filed by the plaintiff as there was nothing left for him to perform on his part apart from formal execution of sale deed. He further submits that even if the alternate relief of recovery has to be granted, the same should have been granted *qua* the entire consideration received by the defendants, i.e., Rs.1,55,000/- and not Rs.1,25,000/-.

12. Per contra, counsel for defendant No.1, submits that the Courts below erred in decreeing the suit filed by the plaintiff for the alternate relief. He submits that once plaintiff himself opted not to appear before the Sub



Registrar on the appointed date i.e., 02.05.2005, his suit should have been dismissed and grant of alternate relief, is illegal.

13. I have heard counsel for the parties and have carefully gone through records of the case.

14. Facts are not in dispute. The agreement to sell stands admitted. There is no dispute regarding agreed sale consideration of Rs.1,60,000/-. Defendants No.1 and 2 also admit of having received Rs.1,55,000/- from the plaintiff. Both the counsels agree that the parties agreed to get the sale deed executed on or before 30.04.2005 which happened to be a holiday being Saturday. The office of Sub Registrar, thereafter, opened on 02.05.2005. On the said date, both the defendants remained present before the Sub Registrar. The same is evident from Exhibit DA. Plaintiff neither pleads that he appeared in the office of Sub Registrar on the said date, nor has led any evidence to evince his presence. It is but trite that plaintiff cannot claim decree of specific performance until and unless he clears the bar as contemplated under Section 16(c) of the Specific Relief Act, 1963 which mandates that he must both aver and prove his continuous readiness and willingness to perform his part of the contract.

15. In view thereof, this Court finds that the Courts below have rightly held the plaintiff not entitled to decree of specific performance.

16. The plea raised by counsel for the plaintiff regarding refund of entire sale consideration, has been rightly rejected by the Courts below.



17. From the records, it is evident that the agreement to sell was breached by the plaintiff due to which the same could not be performed. Defendants No.1 and 2 had to execute sale deed in favour of defendant No.3 within 27 days. Instead of Rs.1,60,000/-, the suit land could fetch only Rs.1,25,000/-. Thus, the Courts below rightly held the plaintiff entitled to return of Rs.1,25,000/- only.
18. In view thereof, finding no merit in both the appeals, the same are ordered to be dismissed.
19. Pending application(s), if any, shall also stand disposed off.
20. A copy of this order be kept on the file of other connected case.

December 09, 2025

(Pankaj Jain)
Judge

Dpr

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No