



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

RSA No.5115 of 2014 (O&M)

Date of Order:07.02.2025

Sakattar Singh and another

.Appellants

Versus

Gurdev Singh

..Respondent

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. Sandeep Arora, Advocate, for the appellants.

Mr. Amit Dhawan, Advocate, for the respondent

ANIL KSHETARPAL, JUDGE (Oral)

1. The defendants assail the correctness of the concurrent findings of fact arrived at by the courts below while ordering refund of Rs.15,00,000/- to the plaintiff.

2. In a suit for possession by way of specific performance of the agreement to sell, the courts have refused to grant decree for specific performance, however, have ordered refund of Rs.15,00,000/- which was admittedly received by the defendants.

3. The learned counsel representing the appellants submits that the courts have found that the plaintiff was not ready and willing to perform his part of the contract, hence refund could not be ordered. He submits that the plaintiff has denied the execution of the agreement to sell on 18.04.2007.

4. This court has considered the submissions of the learned counsel representing the parties.

5. It may be noticed here that in this case after the agreement to sell was executed, the plaintiff purchased the stamp papers and got the sale



deed scribed. Both the parties signed on the aforesaid sale deed which was attested by marginal witnesses. However, it could not be registered on account of stay order obtained by the defendants' brother. Though, the defendants allege that the agreement to sell was with respect to 91 kanals, whereas the sale deed was with respect to 61 kanals and 2 marlas, however, the fact remains that the sale deed was not registered due to intervention of defendants' brother, who obtained injunction from the court. In order to balance the equities, both the courts have ordered refund of the amount.

6. The correctness of the findings of the courts below with regard to the fact that the plaintiff was never ready and willing is not based on correct appreciation of evidence. In the facts and circumstances of this case, it was not appropriate for the court to record finding that the plaintiff was not ready and willing because the plaintiff spent Rs.2,55,000/- on stamp papers and got the sale deed scribed which was signed by him as well as defendants. Thus, it is evident that the plaintiff was prepared to honour his part of the agreement. Moreover, there are various facts which prove that the conduct of the defendants was also not satisfactory.

6. Keeping in view the aforesaid facts and discussion, no ground to interfere is made out.

7. Dismissed.

8. All the pending miscellaneous applications, if any, are also disposed of.

(ANIL KSHETARPAL)
JUDGE

February 07, 2025
nt

Whether speaking/reasoned : Yes/No
Whether reportable : Yes/No