

2026:PHHC:053208



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

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**RSA-3350-2019 (O&M)
Date of decision :07.04.2026**

**HARBANS SINGH (SINCE DECEASED) THROUGH HIS LRS AND
ANR ... APPELLANTS**

VERSUS

JAGMOHAN SINGH AND ORS ...RESPONDENTS

CORAM: HON'BLE MR. JUSTICE PARMOD GOYAL

Present: Mr. Amrdeep Singh Gill, Advocate
for the appellants.

PARMOD GOYAL, J. (ORAL)

1. Present Regular Second Appeal has been preferred by appellants—defendants being aggrieved by the impugned judgment and decree dated 17.08.2017 passed by Civil Judge (Junior Division), Jalandhar as well as judgment and decree dated 19.12.2018 passed by the Additional District Judge, Jalandhar, whereby the suit for specific performance by way of possession filed by the respondents—plaintiffs was decreed and the first appeal preferred by the appellants-defendants was dismissed.

2. It is the case of the respondents—plaintiffs that an agreement to sell dated 02.11.2004 was initially executed between the respondents—plaintiffs and the appellants—defendants for the sale of land measuring 18 Kanals 15 Marlas. Sale-deed was executed for 8 Kanals. For remaining 10 Kanals 5 Marlas land an amount of ₹5,00,000/- out of Rs. 11,79,687/- was received by appellants-

defendants as earnest money. However, dispute arose between the parties, and

the respondents–plaintiffs filed a suit for specific performance before the Court of the Additional Civil Judge (Junior Division), Jalandhar. During the pendency of the said suit, the matter was compromised, and the parties had agreed to execute a fresh agreement dated 19.08.2009. As per the said agreement, the appellants–defendants agreed to transfer land measuring 64 Marlas in favour of respondents-plaintiffs in lieu of ₹5,00,000/- already received as earnest money under the earlier agreement. On the basis of this compromise, the civil suit was withdrawn on 26.09.2009 after recording statements of both the parties. It was asserted by respondents–plaintiffs that the appellants–defendants have now resiled from the agreement dated 19.08.2009, compelling them to file the suit for specific performance of the said agreement.

3. On the other hand, the appellants–defendants contested the suit by raising preliminary objections regarding its maintainability. It was admitted that an agreement to sell dated 02.11.2004 was executed for land measuring 18 Kanals 15 Marlas for a total sale consideration of ₹12,50,000/-, out of which ₹5,00,000/- was received as earnest money and a sale deed for part of the land was executed. It was contended that the respondents–plaintiffs failed to pay the balance sale consideration for the remaining land. It was further pleaded that though a subsequent agreement for transfer of 64 Marlas was entered into, the respondents–plaintiffs again failed to perform their part of the contract by not paying the balance amount. Accordingly, dismissal of the suit was prayed for.

4. From the pleadings of the parties, the following issues were framed:

1. *Whether plaintiff is entitled to the relief of specific performance? OPP*
2. *Whether suit is not maintainable? OPD*
3. *Whether plaintiffs have concealed the true and material facts*

from the court? OPD

4. *Whether plaintiff has not come to the court with clean hands?*

OPD

5. *Whether plaintiffs are estopped from filing the present case by their wrongs and deeds? OPD*

6. *Whether suit is bad for mis-joinder of the parties? OPD*

7. *Relief.*

5. Both the Courts below, after appreciating the pleadings, admissions, and evidence led by the parties, have accepted the due execution of the agreement to sell dated 19.08.2009. The said agreement was duly proved on record by PW-2 Avtar Singh, the marginal witness. Evidence of PW-3-Gurpreet Singh, establishes that a compromise was effected between the parties in the earlier suit filed by the respondents–plaintiffs.

6. The learned Courts below have also taken into consideration the fact that the appellants–defendants themselves admitted the execution of the agreement dated 19.08.2009 and the receipt of ₹5,00,000/-, as earnest money acknowledged by appellant-defendant No. 2-Bakshish Kaur while appearing as DW-1.

7. On the basis of the evidence led by PW-2 and PW-3, as well as the admissions made by defendant No. 2 in her testimony as DW-1 and in the written statement, wherein the execution of the agreement dated 19.08.2009 was specifically admitted, the Courts below rightly concluded that the agreement stood duly proved. It was further held that the amount of ₹5,00,000/-, which was agreed to be the full and final consideration of land measuring 64 Marlas, had already been paid as earnest money in the earlier transaction and was duly adjusted towards the sale consideration under the agreement dated 19.08.2009.

8. Learned counsel for the defendants–appellants has failed to point out any error in the concurrent findings recorded by the Courts below, which are based upon proper appreciation of pleadings, evidence, and admissions of the parties. Faced with this situation, learned counsel for the defendants–appellants argued that the present suit is in pursuance to the agreement to sell dated 02.11.2004, and since the earlier suit for specific performance of the said agreement was beyond limitation, the subsequent agreement dated 19.08.2009 cannot be taken into consideration. It was further contended that limitation would run from the date of the initial agreement dated 02.11.2004.

9. I do not find any merit in the aforesaid contention raised on behalf of the defendants–appellants. The earlier agreement dated 02.11.2004 stood superseded and effectively cancelled by virtue of the compromise between the parties, which culminated in the execution of a fresh agreement dated 19.08.2009. The present suit, having been filed in the year 2010 for specific performance of the agreement dated 19.08.2009, cannot be said to be beyond limitation. The Courts below have rightly held the suit to be within limitation and have rightly decreed the same.

10. I find no merit in the present appeal. No substantial question of law or fact arises for consideration. Accordingly, the present appeal is dismissed.

11. Pending miscellaneous application(s), if any, also stand(s) disposed of accordingly.

07.04.2026
manoj

(PARMOD GOYAL)
JUDGE

Whether speaking/reasoned
Whether reportable

Yes
Yes/No