



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

(131)

RSA-1612-2026 (O&M)
Date of Decision: **29.04.2026**

VED PARKASH DECEASED THROUGH LR_s

... Appellant(s)

Versus

VIJAY KUMAR AND OTHERS

... Respondents

CORAM: HON'BLE MR. JUSTICE VIRINDER AGGARWAL

Present:- Mr. Shailender Singh, Advocate
for the appellant(s).

VIRINDER AGGARWAL, J. (Oral)

1. The present Regular Second Appeal (hereinafter referred to as “RSA”) has been preferred against the judgment and decree dated 29.11.2025 passed by the learned Additional District Judge, Yamuna Nagar at Jagadhri, whereby the appeal instituted by the respondents was allowed and the judgment and decree rendered by the learned trial Court were set aside.

2. A succinct exposition of the material facts reveals that the appellant–plaintiff instituted a suit for specific performance of an agreement to sell dated 26.01.2012, pertaining to land measuring 14.35 marlas, agreed to be sold at the rate of ₹1,00,000/- per marla, for a total sale consideration of ₹9,00,000/-, out of which a sum of ₹5,00,000/- was paid as earnest money at the time of execution of the agreement. The sale deed was stipulated to be executed on or before 30.06.2012. It was pleaded



that the plaintiff remained ready and willing to perform his part of the contract, whereas defendants No.1 to 3 failed to honour their obligations, thereby necessitating the institution of the suit.

3. Upon issuance of notice, defendants No.1 and 2 entered appearance and contested the suit, categorically denying the execution of the alleged agreement to sell. It was contended that a loan of ₹50,000/- had been obtained from the plaintiff, and that their signatures, along with those of defendant No.3, were procured on blank papers by way of security, which were subsequently misused and fabricated into the purported agreement to sell.

3.1. Defendant No.4, on the other hand, set up an independent claim, asserting himself to be a bona fide purchaser for value of the share of defendant No.3 by virtue of an agreement to sell dated 09.10.2012.

4. On the basis of the rival pleadings and submissions of the parties, the learned trial Court, upon a careful and comprehensive consideration thereof, framed the following issues for adjudication so as to effectively determine the controversies involved:-

1. *Whether the plaintiff is entitled to the relief of permanent injunction, as prayed for, on the grounds mentioned in the plaint? OPP*
2. *Whether the plaintiff is entitled to the relief of specific performance of agreement dated 26.01.2012, as prayed for, on the grounds mentioned in the plaint? OPP*
3. *Whether the suit is not maintainable in the present form? OPD*
4. *Whether the plaintiff has no locus standi to file the present suit? OPD*



5. *Whether the plaintiff is estopped by his own act and conduct from filing the present suit against the defendants? OPD*
6. *Whether the plaintiff has no cause of action to file the present suit? OPD*
7. *Whether the plaintiff has not come to the court with clean hands and has concealed the true and material facts from the court?OPD*
8. *Relief.*

5. Both parties were afforded full and adequate opportunity to adduce evidence in support of their respective stands. Upon conclusion of trial and after hearing learned counsel for the parties, the learned trial Court partly decreed the suit for specific performance, albeit restricted to land measuring 9 marlas as against the total claim of 14.35 marlas. However, the appeal preferred by the respondent–defendant came to be allowed by the learned First Appellate Court, and the judgment and decree of the learned trial Court were set aside.

5.1. Aggrieved by the impugned judgment and decree passed by the learned First Appellate Court, the appellant–plaintiff has instituted the present RSA.

6. I have heard learned counsel for the appellant at considerable length and have meticulously perused the record of the case with his able assistance.

7. The learned First Appellate Court has duly appreciated the pleadings and the evidence on record and has rightly concluded that the agreement to sell (Ex.P1) is vague, uncertain, and incapable of enforcement by way of specific performance. The property sought to be conveyed is not identifiable, as the agreement lacks essential particulars



such as precise description, area, boundaries, or plot identification. No site plan forms part of the agreement, thereby rendering the subject matter indeterminate.

7.1. Furthermore, the inconsistency in the recitals relating to consideration has been correctly noticed, inasmuch as the agreement stipulates a rate of ₹1,00,000/- per marla, while the total sale consideration is recorded as ₹9,00,000/- for land measuring 14.35 marlas, which is inherently incongruous.

7.2. The learned First Appellate Court has, thus, rightly held that the agreement is incapable of specific performance, and that the learned trial Court erred in effectively re-writing the contract by restricting the decree to 9 marlas, which amounts to substituting the terms of the agreement an exercise impermissible in law.

7.3. No illegality, perversity, or material irregularity can be discerned in the findings recorded by the learned First Appellate Court. Consequently, the present appeal, being devoid of merit, is hereby **dismissed**.

8. In view of the final adjudication of the principal matter, all pending miscellaneous applications, if any, shall stand disposed of by necessary implication. No further orders are required in that regard.

29.04.2026
Gaurav Sorot

(VIRINDER AGGARWAL)
JUDGE

Whether reasoned / speaking? Yes / No

Whether reportable? Yes / No