



212 (3 cases)

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

**Reserved on:- 10.03.2026
Pronounced on: 19.03.2026
Uploaded on: 20.03.2026**

1. **RSA-4566-1999**
SUKHWINDER PAL SINGH **...Appellant**
Vs.
MILKH SINGH AND ANOTHER **...Respondents**
2. **RSA-1356-2014**
SUKHINDER PAL SINGH **...Appellant**
Vs.
KULJINDER SINGH AND ANOTHER **...Respondents**
3. **RSA-1386-2014**
SUKHWINDER PAL SINGH **...Appellant**
Vs.
RAMAN KUMAR AND OTHERS **...Respondents**

CORAM: HON'BLE MR. JUSTICE VIRINDER AGGARWAL

Present: Mr. Ashish Aggarwal, Sr. Advocate with
Mr. Anmol Rattan S. Dhillon, Advocate,
Mr. Vishal Pundir, Advocate,
Ms. Atika Rani, Advocate
for the appellant in RSA-4566-1999.

Mr. Harsh Manocha, Advocate,
Mr. Karan Manocha, Advocate,
Mr. N.S. Sodhi, Advocate
for appellant in RSA-1356-2014 & RSA-1386-2014.

Mr. Saksham Mahajan, Advocate with
Ms. Prerana Yadav, Advocate
for respondent No.1 in RSA-4566-1999.



Mr. Raj Kumar Kakkar, Advocate
for respondents No.2 to 6. (Through VC)

VIRINDER AGGARWAL, J.

1. The present Regular Second Appeals have been filed challenging the concurrent judgments and decrees rendered by both the Civil Court and the First Appellate Court. These appeals assail the findings recorded at the trial as well as those upheld or modified by the Appellate Court, contending that the courts below have misappreciated the pleadings, evidence, and terms of the agreement between the parties.

2. Briefly stated, Milk Singh was the owner in possession of land measuring 73 kanals and 02 marlas situated in the revenue estate of Village Ghallu, Tehsil Fazilka. On 16.11.1987, he entered into an agreement to sell the aforesaid land in favour of Sukhwinder Pal Singh at a sale consideration of ₹28,500/- per acre, out of which a sum of ₹20,000/- was paid as earnest money. The sale deed was agreed to be executed on or before 28.02.1988 upon payment of the balance sale consideration. Prior to the stipulated date, a civil suit concerning the said land was instituted by the sisters of Milk Singh. In view of the pendency of the said suit, the parties mutually agreed to extend the date for execution of the sale deed, and an endorsement to this effect was made on the reverse of the original agreement to sell on 22.02.1988. It was further agreed that the sale deed would be executed within one and a half months from the date of decision of the said civil suit, and that Milk Singh would duly inform Sukhwinder Pal Singh about the outcome thereof. Subsequently, on 12.12.1988, Milk Singh received an



additional sum of ₹1,40,418.75 towards earnest money, and possession of the suit land was also delivered to Sukhwinder Pal Singh in part performance of the agreement. However, on 26.05.1995, Milk Singh executed a sale deed in respect of 05 kanals and 04 marlas out of the suit land in favour of Balwinder Singh son of Prem Singh. Upon gaining knowledge of the said transaction, Sukhwinder Pal Singh obtained a certified copy of the sale deed and instituted a suit for specific performance on 27.06.1995.

3. The suit was contested by defendant No.1 (Milk Singh), who filed a written statement-cum-counter claim, inter alia, contending that the plaintiff was not ready and willing to perform his part of the agreement. It was further pleaded that the plaintiff had knowledge of the dismissal of the civil suit filed by the sisters of Milk Singh and had been duly informed through a registered letter. It was also contended that the suit was barred by limitation and that the agreement to sell had been annulled by issuance of notice. Defendant No.2, namely Balwinder Singh, despite service, failed to appear and was accordingly proceeded against ex parte. The trial Court framed the necessary issues and afforded opportunities to the parties to lead evidence. The plaintiff led his evidence; however, the defendant failed to adduce any evidence, and his evidence was closed by order of the Court. Upon consideration of the pleadings and evidence, the learned trial Court dismissed the suit filed by the plaintiff. Aggrieved thereof, the plaintiff preferred a first appeal. The learned First Appellate Court partly reversed the findings of the trial Court, particularly on Issue No.1, holding that the plaintiff had remained ready and willing to perform his part of the



agreement from the date of execution till the date of decree. However, despite this finding, the Appellate Court declined the relief of specific performance on the ground that the plaintiff was not willing to get the sale deed executed, and consequently upheld the dismissal of the suit. Aggrieved by the said judgment and decree, the present Regular Second Appeal has been preferred by the plaintiff. During the pendency of the appeal, subsequent purchasers were impleaded as party respondents, arrayed as respondent Nos. 3 to 6.

4. Notice of motion in the present Regular Second Appeal was issued vide order dated 26.11.1999, and further alienation of the suit property was stayed. Subsequently, the appeal was admitted for hearing vide order dated 29.08.2001, and the interim order of stay was directed to continue. The respondents have put in appearance through learned counsel. During the pendency of the present appeal, Milk Singh executed two sale deeds dated 06.08.2017 in respect of portions of the suit land. By way of the first sale deed, land measuring 640/1462 shares, equivalent to 32 kanals, was transferred in favour of Kuljinder Singh son of Gurdev Singh. By way of the second sale deed, land measuring 518/1462 shares, equivalent to 25 kanals 18 marlas, was transferred in favour of Raman Kumar and Ravinder Kumar, sons of Chanam Malik, and Rakesh Jindal son of Wazir Chand. Aggrieved by the said transactions, Sukhwinder Pal Singh challenged both the sale deeds by instituting two separate suits, inter alia, on the grounds that the same were hit by the doctrine of lis pendens and were liable to be declared null and void, having been executed in violation of the injunction order passed by this Court. The said suits were contested by the subsequent



purchasers, who, in their defence, pleaded that since the Regular Second Appeal was still pending adjudication, the sale deeds could not be termed as illegal or void. It was further contended that they had no knowledge of the injunction order passed by this Court and, therefore, were not bound by the same. It was also urged that, at best, the doctrine of *lis pendens* would render the sale deeds subject to the outcome of the pending litigation, but would not invalidate the transactions *per se*. Both the aforesaid suits, as well as the present Regular Second Appeal, came to be dismissed by the respective courts. The judgments and decrees passed in the said suits have also been assailed by way of separate Regular Second Appeals. All the three appeals have now been taken up for adjudication together and are being disposed of by this common judgment.

5. I have heard counsel for the parties and gone through the record carefully.

6. Learned counsel for the appellant contends that the courts below have failed to properly appreciate the pleadings and evidence available on record and have returned findings based on surmises and conjectures, which are unsustainable in law. It is submitted that in the original suit, the learned First Appellate Court, after due consideration, recorded a categorical finding that the plaintiff had remained ready and willing, and continued to remain ready and willing, to perform his part of the contract. However, despite such a clear finding, the plaintiff/appellant has been non-suited on the very same ground, namely, alleged lack of readiness and willingness, purportedly on account of his knowledge of the dismissal of the earlier civil suit. Such contradictory findings, it is argued,



render the impugned judgment legally untenable. Learned counsel further submits that the learned First Appellate Court has overlooked the settled principle of law that the burden to establish the plea of being a bona fide purchaser for value without notice squarely lies upon the purchaser. In the present case, a finding to the effect that respondent No.2 in the original suit was a bona fide purchaser has been recorded, despite the fact that the said respondent/defendant did not even contest the proceedings and was proceeded against *ex parte*. The said finding, therefore, is wholly perverse and without any evidentiary basis. It is also contended that the courts below have erred in holding that the sale deeds executed by subsequent purchasers during the pendency of the Regular Second Appeal are legal and valid. According to the appellant, the said transactions are clearly hit by the doctrine of *lis pendens* and were executed in violation of the subsisting injunction order passed by this Court. Consequently, the dismissal of the suits filed by the appellant/plaintiff challenging the said sale deeds is stated to be erroneous and contrary to settled legal principles. On these grounds, it is urged that the impugned judgments and decrees are liable to be set aside.

7. Learned counsel for the respondents contends that there is no illegality or infirmity in the findings recorded by the learned First Appellate Court (in RSA No. 4566 of 1999), and the same do not warrant any interference. It is submitted that both the parties belong to the same village, and the learned First Appellate Court has rightly concluded that the appellant/plaintiff cannot be presumed to be unaware of the dismissal of the civil suit filed by the sisters of Milk Singh. It is further contended that the appellant/plaintiff was already in possession of the suit property and,



therefore, was not genuinely willing to get the sale deed executed. The appellant failed to issue any notice to the respondent—Milkh Singh on the stipulated date fixed for performance of the agreement to sell and did not take any effective steps to enforce the agreement. It is argued that despite the lapse of considerable time from the date of execution of the agreement to sell, the appellant never approached the respondent for its execution, and the suit for specific performance came to be filed only after an inordinate delay of about four years from the date of dismissal of the suit filed by the sisters of Milkh Singh. Learned counsel submits that all these material facts have been duly considered and properly appreciated by the learned First Appellate Court, which, upon a correct evaluation of the evidence on record, has arrived at a plausible and well-reasoned conclusion in dismissing the suit. The findings, being based on evidence, do not call for interference in the present second appeal.

8. Learned counsel appearing on behalf of the subsequent purchasers further contends that the courts below have rightly held that the sale deeds executed in their favour are neither null nor void. It is argued that once the appellant/plaintiff has been held not entitled to the relief of specific performance and the suit has been rightly dismissed, the sale deeds executed in favour of the subsequent purchasers are valid and legally enforceable. It is, therefore, submitted that no ground is made out for interference by this Court in the present Regular Second Appeal, and the same is liable to be dismissed.

9. I have carefully perused the judgment rendered by the learned Additional District Judge, Fatehpur in Civil Appeal No. 47 of 1998. A



reading of paragraph No. 10 of the impugned judgment makes it evident that the learned First Appellate Court has returned a clear and categorical finding with regard to the readiness and willingness of the appellant to perform his part of the contract. The learned First Appellate Court has observed that there was a complete absence of any oral as well as documentary evidence adduced on behalf of the respondents to rebut the claim of the appellant. In contrast, the appellant had asserted that he had always been, and continued to be, ready and willing to perform his part of the agreement. In the absence of any rebuttal or contrary material on record, the said statement of the appellant remained unchallenged and unimpeached. In these circumstances, the learned First Appellate Court held that such un-rebutted testimony, coupled with the lack of evidence from the respondents, was sufficient to raise a presumption in favour of the appellant's readiness and willingness to perform his contractual obligations. Accordingly, the Court came to the conclusion that the appellant had successfully discharged the burden cast upon him in this regard. On the strength of the aforesaid reasoning, the learned First Appellate Court reversed the findings recorded by the learned trial Court on Issue No. 1 and held the same to be unsustainable in the eyes of law.

10. A careful perusal of the later part of the judgment clearly reveals that the learned First Appellate Court has acted erroneously and committed a serious legal fallacy in its reasoning. The Court, in effect, "took away with the left hand what it had given with the right." While the learned First Appellate Court correctly recorded a specific finding that the appellant/plaintiff had remained ready and willing to perform his part of the



contract, it subsequently non-suited the appellant/plaintiff on that very ground that he was allegedly not ready and willing to perform his contractual obligations. Such contradictory reasoning amounts to a fundamental flaw in the appellate court's judgment.

11. The learned First Appellate Court further sought to rely upon an alleged discrepancy regarding the dates in the plaint, observing that the appellant/plaintiff stated that the suit was filed after obtaining a certified copy of the sale deed (Ex. P-4), and noting that the certified copy was obtained on 26.06.1995, whereas the plaint had been drafted on 15.06.1995 with stamps affixed on that date. The Court concluded that there was a contradiction, suggesting that if the suit had been filed after obtaining a copy of the sale deed, the plaint should have been drafted after 26.06.1995. However, this reasoning reflects a clear misreading of the pleadings. Nowhere in the plaint does the appellant/plaintiff claim that the suit was drafted after obtaining the certified copy. The pleadings merely state that the suit was filed after obtaining the certified copy. The actual filing of the suit took place on 27.06.1995 and it was registered on 22.07.1995, which is entirely consistent with the statement in the plaint. There is, therefore, no inherent contradiction in the pleadings. The learned First Appellate Court's attempt to rely on such a minor technicality and treat it as a substantive flaw amounts to exaggerating an immaterial point and converting a molehill into a mountain. This further underscores the unsustainable nature of the reasoning adopted by the learned First Appellate Court in dismissing the appellant/plaintiff's suit.



12. It is further noted that the learned First Appellate Court observed that the appellant/plaintiff had not specifically pleaded that he was present before the office of the Sub-Registrar on the appointed day to perform his part of the contract, nor had he served any notice on the respondent. The Court also noted that none of the witnesses had deposed that the plaintiff had approached Milk Singh in their presence for the purpose of executing the contract.

13. The learned Appellate Court further reasoned that the plaintiff had obtained possession of the suit land on 12.12.1988, and therefore, he allegedly had no intention of getting the sale deed executed, as he was already enjoying the benefit of possession. The Court also observed that there is no clear material on record regarding the injunction in the suit filed by the sisters of Milk Singh. In the absence of any specific injunction restraining alienation of the suit land, it was concluded that Milk Singh was competent to execute the sale deed in accordance with the terms of the agreement. Additionally, the Court noted that the sale of 05 *kanals* and 04 *marlas* in favour of defendant No.2 was executed for a consideration of ₹92,000/-, whereas the agreement to sell in favour of the appellant/plaintiff was executed at ₹28,500/- per acre. It was further observed that there is no evidence on record indicating how the appellant/plaintiff came to know about the decision in the civil suit filed by the sisters of Milk Singh. The learned Court opined that, since the parties belong to the same village, the appellant could have easily inquired about the pendency or outcome of the suit, and that in any case, the decision of such litigation would generally become known in the village. The Court found it unreasonable for the



appellant to have waited for approximately four years after the dismissal of the sisters' suit on 31.01.1991 without taking any steps. On this basis, the learned First Appellate Court recorded findings that the appellant/plaintiff was not genuinely ready and willing to perform his part of the contract and had defaulted in this core obligation. However, a perusal of paragraph No.10 of the same judgment reveals that the learned First Appellate Court had earlier recorded a specific finding that the appellant/plaintiff was, in fact, ready and willing to perform his part of the contract. Clearly, these two parts of the judgment are mutually contradictory and self-destructive. One part holds that the appellant was ready and willing, while another part concludes that he was not. In such circumstances, the judgment of the learned First Appellate Court cannot be sustained in law.

14. It is further noteworthy that when parties enter into a contract, they are bound by the terms and conditions agreed upon, and neither the parties nor any adjudicatory authority can travel beyond or alter the contractual framework. In the present case, it is undisputed that the plaintiff and defendant No.1 entered into an agreement to sell, whereby the initial date fixed for execution of the sale deed and payment of the balance sale consideration was 28.02.1988. However, it is also an admitted fact that prior to that date, on 22.02.1988, the parties entered into a supplementary agreement, whereby the stipulated date for execution of the sale deed was extended to a date within one and a half months from the decision of the civil suit filed by the sisters of Milkh Singh against Milkh Singh. Under this supplementary agreement, it was expressly made obligatory upon Milkh Singh to inform the appellant/plaintiff of the outcome of that civil suit.



According to the terms of the original and supplementary agreements, the sale deed was not to be executed on 28.02.1988. Therefore, the finding of the learned First Appellate Court that the appellant/plaintiff failed to appear at the office of the Sub-Registrar on 28.02.1988 or did not serve any notice upon the respondent/defendant amounts to a misreading and misinterpretation of the contractual terms. Once the parties agreed on 22.02.1988 that the sale deed would be executed only after the decision of the civil suit, there was no contractual obligation on the part of the appellant/plaintiff to appear before the Sub-Registrar with the balance sale consideration on the originally fixed date. Similarly, there was no purpose or necessity for the appellant/plaintiff to issue any notice to the respondent/defendant to perform his part of the contract when the execution had already been lawfully deferred by mutual agreement.

15. Furthermore, the learned First Appellate Court observed that, as a matter of common knowledge, any litigation between the inhabitants of a village becomes known to the entire village, and therefore the appellant/plaintiff could have enquired about the outcome of the civil suit. This observation is speculative and does not take into account the actual contractual obligations of the parties or the procedural realities of the suit. The appellant/plaintiff cannot be faulted for not independently inquiring about the civil suit when the supplementary agreement expressly placed the onus on Milk Singh to communicate the result. In light of the above, the findings of the learned First Appellate Court on these points are fundamentally flawed and unsustainable.



16. Again, the learned First Appellate Court has clearly traversed beyond the terms of the contract between the parties. It was specifically stipulated in the agreement that it was the duty of Milk Singh to inform the appellant/plaintiff about the decision of the civil suit filed by his sisters. In such circumstances, the appellant/plaintiff was under no contractual obligation to independently inquire from the respondent/defendant about the outcome of the suit. Nor can a presumption be drawn, as observed by the learned Appellate Court, that the entire village would automatically become aware of the decision. The respondent/defendant contends in written statement that the plaintiff was informed about the decision by issuance of a registered notice. However, there is no evidence on record to substantiate this claim. The respondent/defendant did not appear as a witness to prove this assertion, and no copy of the registered notice or postal receipt has been placed on record. This, therefore, constitutes a breach of the terms and conditions of the contract on the part of the respondent/defendant. Under the express terms of the agreement, the contract could not become executable at the instance of the appellant/plaintiff until he received intimation from Milk Singh regarding the outcome of the civil suit. In the absence of any evidence that such intimation was ever provided, it cannot be concluded that the appellant/plaintiff failed to remain ready and willing to perform his part of the contract. Suit was filed only when plaintiff came to know about breach of contract by Milk Singh who executed sale deed in favour of Balwinder Singh for part of suit property. On the contrary, the appellant/plaintiff's readiness and willingness must be presumed to have



continued, and the learned First Appellate Court erred in arriving at a finding to the contrary.

17. The authorities cited by the counsel for the respondents, namely, **I.S. Sikandar (Dead) by Lrs v. K. Subramani and others, (2013) 15 SCC 27**, **Alagammal and others v. Ganesan and another, (2024) 3 SCC 232**, **Mohinder Kaur v. Sant Paul Singh, (2019) 9 SCC 358**, **Katta Sujatha Reddy and another v. Siddamsetty Infra Projects and others, (2023) 1 SCC 355**, and **Kalawati (Dead) through Legal Representatives v. Rakesh Kumar and others, (2018) 3 SCC 658** are wholly inapplicable to the facts of the present case. In the instant matter, the question of whether the appellant/plaintiff was “ready and willing” to perform his part of the contract cannot be determined in isolation. The contract was expressly made contingent upon the appellant/plaintiff receiving intimation from Milk Singh regarding the outcome of the civil suit filed by his sisters. As per the record, no such intimation was proved to have ever communicated to the appellant/plaintiff. He came to know of the decision only when Milk Singh executed a sale deed in respect of a portion of the suit land in favour of defendant No.2. Under these circumstances, it is legally untenable to conclude that the appellant/plaintiff was not ready or willing to perform his contractual obligations. The findings of the learned First Appellate Court on this score are, therefore, unsustainable and cannot be sustained in law. The judgment in this regard is liable to be set aside, as it fails to appreciate the contractual terms and the actual factual matrix of the case.

18. As regards respondent No.2/defendant No.2-Balwinder Singh of the initial suit being treated as a bona fide purchaser, it is well-settled law



that the burden of proving the status of a bona fide purchaser always lies on the purchaser. In the present case, respondent/defendant No.2 did not contest the suit; he was proceeded against *ex parte*. No written statement was filed to controvert the pleadings of the plaintiff, nor was any evidence led to show that he had conducted bona fide inquiries prior to entering into the sale transaction or that the transaction was supported by valid consideration. Despite this, the learned First Appellate Court concluded that respondent No.2 was a bona fide purchaser solely on the ground that the appellant/plaintiff had not specifically stated that respondent No.2 had knowledge of the prior agreement in his favour. Such reasoning is directly contrary to the settled legal principle that the onus of proving oneself to be a bona fide purchaser rests entirely on the person claiming such status. Accordingly, the finding recorded by the learned First Appellate Court in favour of respondent No.2/defendant No.2 is wholly unsustainable and cannot be upheld in law.

19. As regards defendant No.1, Kuljinder Singh son of Gurdev Singh, in Civil Suit No. 370-1/21.08.2007, and defendant Nos. 1 to 3, Raman Kumar, Ravinder Kumar, and Rakesh Kumar, in Civil Suit No. 371-1/21.08.2007, it is not in dispute that the sale deeds dated 06.08.2007 in their favour were executed during the pendency of the present Regular Second Appeal No. 4566/1999. This Court had expressly restrained Milk Singh from alienating the suit land vide order dated 26.11.1999, whereby further sale of the property in dispute was stayed. The sale deeds in favour of these defendants were, therefore, executed in clear violation of the injunction order and during the pendency of the appeal. Consequently, the



said sale deeds are hit by the doctrine of *lis pendens*. The respondents/defendants cannot claim the protection of bona fide purchasers under these circumstances. This position is further reinforced by the decision of the Hon'ble Apex Court in **Chander Bhan (Deceased) through LRs v. Mukhtiar Singh and others, 2024 INSC 377**, wherein it was held, in paragraph No. 21, that any transaction executed in violation of a subsisting injunction or during the pendency of litigation affecting the subject matter of the transaction cannot confer the status of a bona fide purchaser. The same is reproduced as under:

Once it has been held that transactions executed by the respondents are illegal due to the doctrine of lis pendens the defence of the respondents 1-2 that they are bona fide purchasers for valuable consideration and thus, entitled to protection under Section 41 of the Act of 1882 is liable to be rejected.

20. In **Shingara Singh v. Daljit Singh and another, 2024 (4) RCR (Civil) 553**, the Hon'ble Apex Court, in paragraph No. 11, has referred to and relied upon the law laid down in **Usha Sinha v. Dina Ram, (2008) 7 SCC 144**, and held as follows:

11. In Usha Sinha v. Dina Ram (2008) 7 SCC 144 this Court held that the doctrine of lis pendens applies to an alienation during the pendency of the suit whether such alienees had or had no notice of the pending proceedings. The following has been held I paras 18 & 23:

"18. Before one-and-half century, in Bellamy v. Sabine [(1857) 1 De G & J566: 44 ER 842]. Lord Cranworth, L.C. proclaimed that where a litigation is pending between a plaintiff and a defendant as to the right to a particular estate, the necessities of mankind require that the decision of the court in the suit shall be binding not only on the litigating parties, but also on those who derive



title under them by alienations made pending the suit, whether such alienees had or had not notice of the pending proceedings. If this were not so, there could be no certainty that the litigation would ever come to an end.

23. It is thus settled law that a purchaser of suit property during the pendency of litigation has no right to resist or obstruct execution of decree passed by a competent court. The doctrine of "lis pendens" prohibits a party from dealing with the property which is the subject-matter of suit. "Lis pendens" itself is treated as constructive notice to a purchaser that he is bound by a decree to be entered in the pending suit. Rule 102, therefore, clarifies that there should not be resistance or obstruction by a transferee pendente lite. It declares that if the resistance is caused or obstruction is offered by a transferee pendente lite of the judgment-debtor, he cannot seek benefit of Rules 98 or 100 of Order 21."

21. Since the sale deeds in question were executed during the pendency of the Regular Second Appeal, they are necessarily subject to the outcome of the appeal. As such, these transactions are clearly hit by the doctrine of *lis pendens*, which prevents any alienation or transfer of the property while litigation affecting the same property is pending. Consequently, the judgments and decrees passed by the courts below in relation to these sale deeds are legally unsustainable and are hereby set aside. In view of the foregoing, all three appeals are **allowed**. The judgments and decrees of the lower courts are set aside. The suit filed by the appellant/plaintiff for specific performance of the agreement to sell is hereby decreed. It is directed that the respondent/defendant, Milk Singh, shall execute a sale deed in respect of the suit property in favour of the appellant/plaintiff upon the appellant/plaintiff depositing the balance sale consideration within a period of **two months** from the date of this decree. In



the event that the sale deed is not executed within a subsequent period of one month, the appellant/plaintiff shall be entitled to get the sale deed executed and registered through the process of the Court, ensuring compliance with the contract.

22. Furthermore, the sale deed executed by respondent/defendant Milk Singh in favour of respondent No.2, Balwinder Singh, is hereby declared null and void to the extent it relates to the suit property which was agreed to be sold to the appellant/plaintiff. Similarly, the sale deeds executed in favour of defendant No.1 of Civil Suit No. 370-1/21-08.2007 and defendant Nos. 1 to 3 of Civil Suit No. 371-1/21-08-2007 are declared illegal, null, and void, and do not confer any right, title, or interest in favour of those purchasers. It is clarified that the appellant/plaintiff is entitled to enforce his rights under the agreement, and the respondents are bound to comply with the terms of the contract. All consequential and ancillary reliefs are granted to give effect to the specific performance of the agreement. This decree ensures that the contractual rights of the appellant/plaintiff are protected, and all transactions executed in violation of the injunction or during the pendency of the appeal are set aside as legally ineffective. The counter-claim filed by the respondents/defendants in the suit is hereby dismissed in its entirety, as it lacks any merit and is contrary to the contractual rights and legal obligations of the parties. Pending application(s), if any, shall stand disposed of.

VIRINDER AGGARWAL
(JUDGE)

19.03.2026

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