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

RSA-4087-2019 (O&M)

Date of Decision : 19.02.2026

Vijay Singh

... Appellant(s)

Versus

Ron Khanna & Ors

... Respondent(s)

CORAM : HON'BLE MRS. JUSTICE ALKA SARIN

Present : Mr. Preetwinder Singh Dhaliwal, Advocate for the appellant.

ALKA SARIN, J. (Oral)

1. The present appeal has been preferred by the plaintiff-appellant challenging the judgment and decree dated 30.03.2015 passed by the Trial Court and the judgment and decree dated 20.05.2019 passed by the First Appellate Court.

2. Brief facts relevant to the present *lis* are that the plaintiff-appellant herein filed a suit for specific performance of the agreement to sell dated 15.02.1996. He also challenged the sale deed dated 02.07.2008 executed by the defendant-respondent Nos.1 to 4 in favour of the defendant-respondent Nos.5 to 7 herein. It was the case set up by the plaintiff-appellant that the predecessor of the defendant-respondent Nos.1 to 4 through his power of attorney Smt. Mohinder Kaur had entered into an agreement to sell dated 15.02.1996 and had agreed to sell property measuring 102 kanals 8 marlas i.e. 1/9th share of the total land comprised in the land fully described in the plaint. The sale consideration was agreed as ₹15 lacs which was paid to Smt.

Mohinder Kaur in the presence of the attesting witnesses at the time of execution of the agreement. It was further agreed that in case Smt. Mohinder Kaur returned the total sale consideration of ₹15 lacs alongwith interest @ 18% per annum up to 03.08.2008 then the agreement to sell would become redundant and in case she fails, the plaintiff-appellant shall be entitled to get the sale deed executed and registered in his favour without paying any extra money. It was further averred that the plaintiff-appellant had a right to get the sale deed executed after 03.08.2008 through Smt. Mohinder Kaur or through Sh. Ranbir Singh. It was further averred that Smt. Mohinder Kaur died issueless and her husband predeceased her. Ranbir Singh, predecessor of the defendant-respondent Nos.1 to 4, also died on 10.07.1999 and the defendant-respondent Nos.1 to 4 are the only the legal heirs. The defendant-respondent Nos.1 to 4 were aware of the agreement and they were duty bound to return the amount alongwith 18% interest up to 03.08.2008, but they failed to do so. The plaintiff-appellant had sent a legal notice and fixed the date for getting the sale deed executed as 24.03.2009. The legal notice was returned unclaimed. On 24.03.2009 the plaintiff-appellant is stated to have gone to the office of Sub-Registrar Dhanaula alongwith sufficient money for execution of the sale deed. Even his presence was also marked. It later came to the knowledge of the plaintiff-appellant that the defendant-respondent No.1 – Ron Khanna – through his power of attorney Sh. RS Khanna had executed a registered sale deed in favour of the defendant-respondent Nos.5 to 7 qua 101 kanals of the suit property. A declaration was also sought that the sale deed dated 02.07.2008 was illegal, null and void and not binding upon the rights of the plaintiff-appellant. Hence, the present suit for specific performance of the agreement to sell dated 15.02.1996 and for declaration that the sale deed dated

02.07.2008 was null and void. In the alternative, a decree for recovery of the amount was also sought.

3. On notice the defendant-respondent Nos.1 to 4 did not appear and were proceeded against *ex parte*. The defendant-respondent Nos.5 to 7 appeared and filed their written statement raising various preliminary objections regarding locus standi, cause of action and maintainability, estoppel etc. The agreement to sell dated 15.02.1996 was denied and they claimed themselves to be *bona fide* purchasers for valuable consideration. It was further the stand taken that there was no entry in the revenue record qua the agreement to sell.

4. Replication was filed. On the basis of the pleadings of the parties, the following issues were framed :

1. Whether the defendant entered into an agreement to sell dated 15.02.1996 and on receipt of earnest money agreed to execute the sale deed ? OPP
2. Whether defendant has failed to perform the part of his contract ? OPP
3. Whether plaintiff always remained ready and willing and is still ready and willing to perform the part of his contract ? OPP
4. Whether the plaintiff is entitled for possession by way of specific performance as prayed for ? OPD
5. Whether the plaintiff is entitled to the relief of declaration, as prayed for and sale deed dated 02.07.2008 is not binding upon the rights of the plaintiff ? OPP
6. Whether the plaintiff has no locus standi to file the

suit ? OPD

7. Whether the plaintiff is estopped by his own act and conduct for filing the present suit ? OPD

8. Whether the suit is bad for non-joinder of necessary parties ? OPD

9. Whether the suit is time barred ? OPD

10. Whether the suit is not properly valued for the purpose of court fee and jurisdiction ? OPD

11. Relief

5. The Trial Court vide judgment and decree dated 30.03.2015 dismissed the suit. Aggrieved by the same an appeal was preferred by the plaintiff-appellant herein before the First Appellate Court which appeal was also dismissed vide judgment and decree dated 20.05.2019. Hence, the present regular second appeal.

6. Learned counsel for the plaintiff-appellant would contend that the plaintiff-appellant had proved the execution of the agreement to sell by examining the marginal witness PW1 – Surinder Singh. The said witness had stated that the plaintiff-appellant – Vijay Singh – had given the amount to Smt. Mohinder Kaur in his presence and this payment had been made in the form of cash. It is further the contention that once the agreement to sell as well as the consideration was proved, the suit ought to have been decreed.

7. I have heard the learned counsel for the plaintiff-appellant.

8. In the present case, though the agreement to sell is dated 15.02.1996, however, the target date was fixed as 03.08.2008. An amount of ₹15 Lacs is stated to have been given as consideration qua which no receipt was produced on the record. Except for the statement of the attesting witness,

there is no document on the record to even remotely suggest that the amount had been paid. Even otherwise, it does not stand to reason as to why an agreement would be executed and the target date would be kept 12 years later especially when the entire amount had been paid. Both the Courts concurrently found that the execution of the agreement is itself doubtful. In the absence of the agreement to sell (Ex.P1) having been proved, no fault can be found with the judgments and decrees passed by both the Courts.

9. No question of law, much less any substantial question of law, arises in the present case. The appeal being devoid of any merit is accordingly dismissed. Pending applications, if any, also stand disposed off.

19.02.2026
Yogesh Sharma

(**ALKA SARIN**)
JUDGE

NOTE: Whether speaking/non-speaking: Speaking
Whether reportable: YES/NO