

2026:PHHC:052396



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

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**RSA-1294-2026 (O&M)
Date of decision :06.04.2026**

KRISHAN ALIAS KRISHAN KUMAR

... APPELLANT

VERSUS

GANGA DEVI (NOW DECEASED) THROUGH HER LRS AND

OTHERS

...RESPONDENTS

CORAM: HON'BLE MR. JUSTICE PARMOD GOYAL

Present: Mr. Suresh Kumar Kaushik, Advocate
for the appellant.

PARMOD GOYAL, J. (ORAL)

CM-4648-C-2026

This is an application for condonation of delay of 165 days in
refiling the present appeal.

For the reasons mentioned in the application, the same is allowed
and the delay of 165 days in refiling the present appeal, is hereby condoned.

CM-4649-C-2026

This is an application for condonation of delay of 113 days in filing
the present appeal.

For the reasons mentioned in the application, the same is allowed
and the delay of 113 days in filing the present appeal, is hereby condoned.

Main Case

1. Present Regular Second Appeal has been preferred by the appellant-plaintiff, being aggrieved by judgment and decree dated 24.02.2020 passed by Additional Civil Judge (Senior Division), Rohtak whereby suit for declaration and permanent injunction preferred by appellant-plaintiff was dismissed and appeal preferred by appellant-plaintiff against the said judgment and decree was also dismissed vide judgment and decree dated 14.02.2025 passed by Additional District Judge, Rohtak. Both the Courts have concurrently held that it was the appellant-plaintiff-purchaser who was at fault in not getting the sale deed executed in his favour.

2. Learned counsel for the appellant-plaintiff has fairly admitted that, in his cross-examination, the plaintiff had categorically conceded that on 25.03.2011, the registration of sale deed could not be executed as he did not have the requisite funds to be paid to the defendants-respondents. However, it has been contended that the period for registration of the sale deed was extended up to 25.04.2011 and that on the said date, the appellant-plaintiff remained present in the office of the Sub-Registrar along with the sale consideration, but none had appeared on behalf of the respondents-defendants.

3. On the other hand, the consistent case of the respondents-respondents-defendants is that on 25.04.2011, respondents-defendants were ready and willing to execute the sale deed in favour of appellant-plaintiff; they appeared before the Sub-Registrar and got their presence marked, whereas no one appeared on behalf of the appellant-plaintiff. It has been asserted that it was the plaintiff himself who was at fault in not getting the sale deed executed on the date fixed for its execution.

4. Admittedly, the date was extended to 25.04.2011. It is the case of the respondents-defendants that even on the extended date, they remained present in the office of the Sub-Registrar, but none appeared on behalf of the appellant-plaintiff. In contrast, the appellant-plaintiff has pleaded that he remained present along with a sum of Rs. 4,00,000/- and got his presence marked. However, no cogent evidence has been led by the appellant-plaintiff to substantiate his presence before the Sub-Registrar on the extended date, i.e 25.04.2011.

5. The findings so recorded by the learned Courts below are based upon proper appreciation of evidence. Learned counsel for the appellant-plaintiff has failed to point out any perversity or illegality in the concurrent findings recorded by both the Courts below. Both the Courts have consistently held that the sale deed could not be executed as the appellant-plaintiff failed to prove his readiness and willingness to perform his part of the contract, which is a *sine qua non* for grant of relief for specific performance.

6. Faced with the above situation, learned counsel for the appellant-plaintiff submits that he seeks to restrict his arguments to the extent of claiming refund of Rs. 2,10,000/-, which is stated to have been received by the respondents-defendants. However, such a plea cannot be accepted at this stage. As per the agreement between the parties (Ex. P-1), particularly Clause III, it was specifically stipulated that in the event of default on the part of the seller, the purchaser would be entitled to seek specific performance through Court, whereas in case of default on the part of the purchaser, the earnest money paid by him would stand forfeited and the agreement would stand cancelled.

7. In view of the aforesaid specific stipulation, no refund of earnest

money can be granted, especially when there are concurrent findings of fact recorded by both the Courts below that it was the plaintiff–appellant who was at fault in not getting the sale deed executed, as he did not possessed the requisite funds on the stipulated date. The plea that he subsequently arranged an amount of Rs. 6,00,000/- by borrowing from his sister has also not been substantiated by any cogent evidence.

8. In view of the above discussion, this Court finds no merit in the present appeal. The same is, accordingly, dismissed.

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

06.04.2026
manoj

(PARMOD GOYAL)
JUDGE

Whether speaking/reasoned	Yes
Whether reportable	Yes/No