

2026:PHHC:073944



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

120

**RSA-3585-2025 (O&M)
Date of decision :12.05.2026**

RAMPAL AND OTHERS

... APPELLANTS

VERSUS

RAJESH KUMAR

...RESPONDENT

CORAM: HON'BLE MR. JUSTICE PARMOD GOYAL

Present: Mr. Parveen Kumar, Advocate
for the appellants.

Mr. I.S. Khosa, Advocate and
Mr. Arjav Jain, Advocate
for the respondent.

PARMOD GOYAL, J. (ORAL)

1. The present regular second appeal has been preferred by the appellants-defendants, being aggrieved by the impugned judgment and decree dated 25.01.2018 passed by the learned Civil Judge (Senior Division), Karnal, whereby the suit filed by respondent-plaintiff for recovery of Rs. 16,00,000/- along with future interest @ 18% per annum was partly decreed and the respondent-plaintiff was held entitled to recover Rs. 8,00,000/- along with interest @ 9% per annum. Appellants-defendants are also aggrieved by the judgment and decree dated 30.08.2025 passed by the learned Additional District Judge, Karnal, whereby the first appeal preferred by the appellants-defendants was dismissed.

2. On consideration, I do not find any error in the concurrent findings

of fact recorded by both the Courts below. Both the Courts below have found
MANOJ KUMAR
2026.05.14 16:35
I attest to the accuracy and
integrity of this document

that the appellants-defendants had agreed to sell land measuring 28 kanals and 17 marlas vide agreement to sell dated 28.06.2006 in favour of respondent-plaintiff and had received earnest money to the extent of Rs. 8,00,000/- from the respondent-plaintiff. Though the plaintiff had claimed that an additional amount of Rs. 7,00,000/- was paid on 25.07.2006, the same was not accepted by the Courts below, and only the amount of Rs. 8,00,000/- paid as earnest money vide agreement to sell dated 28.06.2006 was decreed, as the appellants-defendants had duly admitted their thumb impressions on the agreement to sell. Though they have raised plea of incapacity being gair marusi over land to execute the sale deed, the learned Courts below have found from the evidence led by the parties as well as admissions made in the pleadings that the agreement dated 28.06.2006 was duly executed by the appellants-defendants and they had duly received Rs. 8,00,000/- as earnest money.

3. Merely because the agreement to sell was notarized by Ashok Goel PW-3, who also notarized another agreement on 28.06.2006, would not render his evidence liable to be rejected. It is worth noticing that a Notary Public, in the course of his duties, attests and notarizes a large number of documents on a daily basis. Merely because PW-3 Ashok Goel, the notary notarized two agreements of sale on the same day would not make his testimony doubtful.

4. In the present case, it is not only the evidence of the attesting witness but also the admission of the appellants-defendants, who admitted that the agreement to sell dated 28.06.2006 bears their thumb impressions, though they have alleged it to be false and fabricated. However, to substantiate such plea, no evidence except for self-serving statements has been placed on record.

Therefore, the conclusion drawn by the learned Courts below that the appellants-

defendants had duly executed the agreement to sell dated 28.06.2006 after receiving Rs. 8,00,000/- cannot be faulted with.

5. It is also worth noticing that neither in the pleadings nor in the evidence the defendants have denied receipt of Rs. 8,00,000/-. Rather, their main defence was that the agreement was executed being fully aware that they were gair marusi and, therefore, not competent to transfer the land, and hence they are not liable to return the amount. However, this defence has been rightly rejected by both the Courts below. Once it stands admitted that they have received the money without having any right to retain it, they are bound to return it. Therefore, the Courts below have rightly decreed the suit filed by the plaintiffs-respondents.

6. Furthermore, vide order dated 09.12.2025, the decree stands executed and the execution petition has been dismissed as fully satisfied, which clearly indicates that the decretal amount has already been paid by the appellants-defendants to the respondents-plaintiffs and nothing survives thereafter for adjudication.

7. In view of the above, there is no merit in the present appeal. The appeal is accordingly dismissed.

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

12.05.2026
manoj

(PARMOD GOYAL)
JUDGE

Whether speaking/reasoned	Yes
Whether reportable	Yes/No