

2026:PHHC:043234



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

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RSA-2945-2024

Date of decision :19.03.2026

AMAN KAUR ALIAS AMANDEEP

... APPELLANT

VERSUS

LACHHMAN RAM AND ANOTHER

...RESPONDENTS

CORAM: HON'BLE MR. JUSTICE PARMOD GOYAL

Present: Mr. Kamal Narula, Advocate
for the appellant.

PARMOD GOYAL, J. (ORAL)

1. The appellant-defendant is aggrieved by the judgment and decree dated 12.10.2018 passed by the learned Civil Judge (Senior Division), Fazilka whereby the suit preferred by the respondents-plaintiffs for specific performance of the agreement to sell dated 01.12.2014 was partly allowed as well as by the judgment and decree dated 07.10.2024 passed by the learned Additional District Judge, Fazilka whereby first appeal of appellant was also dismissed. The learned Trial Court directed the appellant-defendant to refund the earnest money amounting to Rs. 4,00,000/- along with interest @ 9% per annum from the date of execution of the agreement to sell till the date of decree, and future interest @ 6% per annum from the date of decree till its actual realization. Order of learned Court of first instance was affirmed by First Appellate Court.

2. The respondents-plaintiffs had instituted a suit for specific performance of the agreement to sell dated 01.12.2014, whereby the appellant-

defendant had agreed to sell land measuring 4 kanals and 15 marlas. It was the case of the respondents-plaintiffs that the appellant-defendant No. 1 had agreed to sell the said land at the rate of Rs. 11,50,000/- per acre vide agreement dated 01.12.2014, and a sum of Rs. 4,00,000/- was paid as earnest money, which was duly acknowledged in the agreement itself. The last date for execution of the sale deed was fixed as 28.11.2015. However, since the said date fell on a Saturday/holiday, the plaintiffs appeared on the next working day, i.e., 30.11.2015, before the office of the Sub-Registrar, Fazilka, along with the balance sale consideration and necessary registration charges. However, none appeared on behalf of appellant-defendant No. 1 to execute the sale deed.

3. Appellant-defendant had already mortgaged the suit property in favour of defendant No. 2 vide rapat dated 08.09.2013.

4. In the written statement, the appellant-defendant raised preliminary objections with regard to the maintainability of the suit. On merits, it was contended that defendant No. 1 is an illiterate lady. She denied the execution of the agreement to sell dated 01.12.2014 as well as the receipt of Rs. 4,00,000/- as earnest money. It was pleaded that the respondents-plaintiffs had obtained her signatures on certain documents by misrepresenting that the same pertained to lease of land on 1/3rd share of the produce. Dismissal of suit was prayed for.

5. Defendant No. 2, on the other hand, asserted that the suit property was duly mortgaged with the bank against a loan of Rs. 1,45,000/-, and that the bank has the first charge/right over the suit property. It also prayed for dismissal of suit.

6. From the pleadings of the parties, the following issues were framed:

1. *Whether the plaintiff is entitled for relief of specific*

performance as prayed for ?OPP.

2. *Whether the plaintiff is entitled for permanent injunction as prayed for? OPP.*
3. *Whether the plaintiff is entitled to alternative relief of recovery of Rs.682812.50 paisa? OPP.*
4. *Whether the present suit within limitation ? OPP.*
5. *Whether the present suit is not maintainable ?OPD.*
6. *Relief.*

7. Both the Courts below, after appreciating the pleadings and evidence on record, have concluded on the basis of the evidence led by the respondents-plaintiffs, particularly PW-2, one of the attesting witnesses, that the respondents-plaintiffs has succeeded in proving the due execution of the agreement to sell (Ex. P-1). It was further held that the appellant-defendant has failed to substantiate the defence taken by her that her signatures/thumb impressions were obtained by misrepresentation on the pretext that the document pertained to leasing of land on 1/3rd share of the produce.

8. However, the relief of specific performance was declined to the respondents-plaintiffs, as the learned Courts below concluded that the respondents-plaintiffs failed to prove their readiness and willingness to perform their part of the contract. It was observed that they neither deposited the loan amount nor established their financial capacity to pay the balance sale consideration.

9. Nevertheless, in view of the fact that the due execution of Ex. P-1 stood proved, and considering the alternative relief claimed by the respondents-plaintiffs, the relief of recovery of earnest money was granted to appellant-defendant.

10. On consideration of the pleadings and evidence led by the parties, I do not find any error in the concurrent findings of fact recorded by the Courts below. Both the Courts have rightly held that the respondents-plaintiffs have succeeded in proving the due execution of the agreement to sell. In the present case, the execution of the agreement to sell was not specifically denied by the appellant-defendant by disputing her thumb impressions/signatures. Rather, her case was that the same were obtained by misrepresentation. However, there is no cogent evidence to substantiate this plea, except for the self-serving statement made by DW-1, i.e., the appellant-defendant. Therefore, on proper appreciation of the evidence, particularly that of PW-2, the attesting witness to the agreement, no different view can be taken by this Court.

11. Faced with this situation, learned counsel for the appellant-defendant argued that the learned Appellate Court ought to have allowed the application preferred by the appellant-defendant, whereby she had proposed to deposit the entire decretal amount before the Appellate Court.

12. However, I find that the said application was rightly rejected in view of the fact that, subsequent to the passing of the decree, the decree-holder had already initiated execution proceedings for executing of the judgment and decree dated 12.10.2018. In the said execution proceedings, the land of the judgment-debtor, i.e., the appellant-defendant, was attached and put to public auction. Pursuant thereto, the sale in favour of the auction purchaser was confirmed by the Executing Court vide order dated 10.09.2021.

13. In view of the fact that the auction sale stood confirmed on 10.09.2021 and the decree dated 12.10.2018 stood fully satisfied, the learned

moved belatedly by the appellant-defendant after due execution and satisfaction of the decree.

14. In view of the foregoing discussion, I do not find any merit in the present appeal. The findings recorded by both the Courts below are affirmed. No other issue, either on facts or in law, has been raised or pressed before this Court.

15. Accordingly, the present appeal stands dismissed.

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

19.03.2026
manoj

(PARMOD GOYAL)
JUDGE

Whether speaking/reasoned	Yes
Whether reportable	Yes/No