



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

(131)

RSA-3327-2025 (O&M)

Date of Decision:-13.10.2025

BALVIR SINGH

... Appellant

Versus

GURNAIB SINGH

... Respondent

-:-

CORAM: HON'BLE MR. JUSTICE VIRINDER AGGARWAL

Present:- Mr. P.K.S. Phoolka, Advocate,
for the appellant. .

VIRINDER AGGARWAL, J. (Oral)

1. The present regular second appeal has been preferred against the Judgement and decree dated 14.08.2025 passed by learned Additional District Judge Bathinda, whereby the judgment and decree dated 16.02.2023 passed by Civil Judge (Senior Division), Bathinda has been upheld, whereby the suit filed by the respondent/plaintiff was partly decreed for recovery of Rs 1,20,000/- along with interest @ 9% per annum.

2. Briefly stated, a suit for recovery of Rs. 11,68,468/- was filed by the respondent/plaintiff on the basis of agreement to sell dated 23.12.2014 on the grounds that appellant/defendant entered into an agreement to sell the suit land measuring 22 kanal 6 marlas (fully detailed and described in the plaint) and received Rs.15,00,000/- as earnest money. Balance amount was to be paid at the time of the execution of the sale deed. The date of execution of the sale deed was extended from 30.07.2015 to 15.05.2019 at the request of appellant/defendant and respondent/plaintiff paid further amount of Rs.1,20,000/- to him. On 14.04.2017, appellant/defendant refused to comply with the terms and conditions



of the agreement to sell and agreed to return the earnest money along with interest @18% per annum from 23.12.2014. Defendant returned a sum of Rs.15,00,000/- vide various transactions. On stipulated date, respondent/plaintiff appeared before Joint Sub Registrar, Sangat, District Bathinda along with balance sale consideration and amount required for expenses of the registration but appellant/defendant did not come present to perform his part of the contract and on enquiry, it was revealed that appellant/defendant is not owner of 06 kanal 8 Marlas of land (out of suit land) as the same was exchanged by him prior to the execution of agreement to sell. An amount of Rs.1,20,000/- is due against appellant/defendant and suit for recovery of Rs.11,68,468/- was filed on account of recovery of principal amount of Rs.1,20,000/- along with interest amounting to Rs.10,48,468/- @ 18% per annum along with future interest.

3. Appellant/defendant contested the suit by filing written statement raising various pleas and has denied execution of agreement to sell dated 23.12.2014 alleging that the same is a sham transaction prepared just to ensure repayment of earlier loan and was only a security document for repayment of loan of Rs.15,00,000/- and was not intended to be acted upon. The amount has been repaid to the respondent/plaintiff. Appellant/defendant never agreed to pay interest @18% per annum. The receipt for extending the date from 30.07.2015 to 15.05.2019 is forged and fabricated document prepared in connivance with witnesses of his own village. Appellant/defendant never extended the date and received any amount of Rs.1,20,000/- in cash from the plaintiffs.

4. From the pleadings of the parties, following issues were framed on 05.03.2020-



1. Whether the defendant executed an agreement to sell dated 23.12.2014 in favour of and received a sum of Rs.15 lacs as earnest money from the plaintiff? OPP
2. Whether the plaintiff is entitled to recover from the defendant a sum of Rs.11,68,468/- along with the interest from dated 23.06.2019 to the date of payment, as prayed for? OPP
3. Whether the plaintiff's suit is instituted within the period of limitation? OPP
4. Whether the plaintiff's suit in the present form is not maintainable? OPD
5. Whether the plaintiff has got no locus standi and cause of action to institute the present suit? OPD
6. Whether the agreement for sale dated 23.12.2014 is void ab initio, invalid and without consideration? OPD
7. Relief.

5. Parties were granted opportunities to lead evidence and after arguments, the learned Civil Judge partly decreed the suit for recovery of Rs.1,20,000/- along with interest @9% per annum from 30.07.2015 till realization. The judgement and degree was assailed in appeal. The learned first Appellate Court dismissed the appeal vide judgement and decree dated 14.08.2025, therefore, the present appeal has been preferred by the appellant.

6. The decree has been assailed on the grounds that the learned Courts below have not taken into consideration that there were previous loan transactions between the parties and that the conduct of the respondent/plaintiff clearly shows that the Agreement (Exhibit P3) was not to be specifically performed as appellant/defendant was not owner of the entire land. There was no



question of respondent/plaintiff to appear before Joint Sub Registrar on 15.05.2019 when he has received back the purported earnest money of Rs.15,00,000/- vide different transactions and the receipt (Ext. P4) dated 30.07.2015 is false and fabricated and unstamped document.

7. Perusal of the judgment under appeal clearly shows that the respondent/plaintiff has proved on record the document, vide which, the appellant/defendant has received a sum of Rs.1,20,000/- and has extended the date for registration of the sale deed to 15.05.2019. There is no illegality and infirmity in the concurrent findings of both the Courts below. No objection was taken with regard to admission in evidence the unstamped documents. The concurrent findings of both the Courts below are based upon correct appraisal of pleadings and evidence on record and does not call for any interference, as such, finding no merit in the present appeal and the same is dismissed, so also pending miscellaneous applications, if any.

13th October, 2025
S. Pathania

(VIRINDER AGGARWAL)
JUDGE

Whether reasoned / speaking? Yes / No

Whether reportable? Yes / No