



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

**RSA-593-2022 (O&M)  
Decided on : 13.08.2025**

Sandeep Sanghi

..... Appellant

Versus

Perhlad Singh and others

..... Respondents

**CORAM : HON'BLE MR. JUSTICE VIKRAM AGGARWAL**

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Present: Mr. J.P.Sharma, Advocate  
for the appellant.

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**VIKRAM AGGARWAL, J (ORAL)**

This is plaintiff's appeal against the judgment and decree dated 02.08.2021, passed by the Court of Additional District Judge, Narnaul dismissing the cross-objections filed by the plaintiffs and the appeal filed by the defendants against the judgment and decree dated 18.02.2017, passed by the Court of Additional Civil Judge (Senior Division), Narnaul vide which the suit for specific performance of agreement to sell, filed by the plaintiffs was dismissed but relief of recovery of Rs.9,00,000/- without interest was granted.

2. For the sake of convenience and clarity, parties shall be referred to as per their original status.

3(i). The plaintiffs (Sandeep Sanghi, Mahesh Gupta, Pawan Raj and Manmohan Rawat) instituted a suit for possession by way of specific performance of agreement to sell dated 29.05.2009 stated to have been executed by defendant



No.1 (Prahalad Singh) in their favour in respect of land measuring 11 kanals (fully described in the plaint), situated in the Revenue Estate of Village Nangal Kalia, Tehsil Narnaul, District Mohindergarh (hereinafter referred to as 'the suit land'). Consequential relief of recovery of Rs.25,85,000/- alongwith interest @ 24% per annum was also sought. Relief of permanent injunction restraining the defendant from alienating the suit property or from creating any charge thereof was also sought.

3(ii). The case set up was that defendant No.3 had executed an agreement to sell dated 30.05.2008 (Ex.P-2) in favour of defendants No.1 and 2 for sale of the suit land. The total sale consideration was Rs.25,85,000/-. The target date was 25.05.2009 which is stated to have been extended to 11.12.2009 vide document Ex.P-8.

3(iii). Defendant No.1 was claimed to have executed an agreement to sell dated 29.05.2009 (Ex.P-1) in favour of the plaintiffs. Earnest money of Rs.14,00,000/- is stated to have been paid. The target date for execution of the sale deed was 25.09.2009. It was averred that defendants No.1 and 2 had undertaken to bring the original owner Smt. Moharly alongwith them at the time of execution of the sale deed on 25.09.2009. It had been agreed that in case the plaintiffs did not get the sale deed executed within the stipulated period, Rs.5,00,000/- out of the earnest money of Rs.14,00,000/- would be forfeited and the balance of Rs.9,00,000/- would be repaid to the plaintiffs.

3(iv). The plaintiffs averred that they had always been ready and willing to



perform their part of the contract but the defendants were not ready and willing. On 25.09.2009, defendants No.1 and 2 informed the plaintiffs that the stipulated date for execution of the sale deed had been extended upto 11.12.2009 and they requested the plaintiffs to wait for some more time. However, thereafter, the defendants kept on making excuses as a result of which legal notice dated 07.03.2012 was issued to defendants No.1 and 2 calling upon them to appear in the office of the Sub-Registrar, Nangal Chaudhary on 30.03.2012. On the said date, the plaintiffs appeared in the office of the Sub-Registrar but the defendants did not appear. The plaintiffs also got an affidavit attested as proof of their presence. Thereafter, the suit was filed.

4(i). The suit was opposed by the defendants. Defendants No.1 and 2 admitted the execution of the agreement to sell dated 29.05.2009. It was, however, averred that prior to this, an agreement dated 02.06.2008 had been executed and earnest money of Rs.10,00,000/- had been received. However, since the plaintiffs could not get the sale deed executed, the agreement was cancelled, earnest money was forfeited and then agreement dated 29.05.2009 was executed on account of the intervention of mediators from the society. The earlier agreement dated 02.06.2008 was for 22 kanals of land whereas the agreement to sell dated 29.05.2009 was for 11 kanals of land. The plaintiffs had paid only Rs.4,00,000/- but Rs.14,00,000/- was recorded in the agreement.

4(ii). It was averred that the plaintiffs had also fraudulently got recorded in the agreement that if the sale deed was not executed by them, only Rs.5,00,000/-



would be forfeited and Rs.9,00,000/- would be refunded. It was claimed that this clause was introduced by playing a fraud upon by defendants No.1 and 2. It was further averred that defendants No.1 and 2 had always been ready and willing to perform their part of the contract. On 25.09.2009, defendants No.1 and 2 reached the office of the Sub-Registrar alongwith defendant No.3 (Smt. Moharli Devi) and got their attendance marked by getting an affidavit attested but the plaintiffs did not appear. Moharli Devi, however, expired on 12.03.2010. It was averred that the agreement to sell dated 29.05.2009 stood cancelled and earnest money stood forfeited.

4(iii). The LR of defendant No.3, in his separate written statement denied the execution of the agreement to sell dated 30.05.2008 or the extension agreement Ex.P-8. He submitted that even otherwise, Moharli Devi had no privity of contract with the plaintiffs.

5. From the pleadings of the parties, the trial Court framed the following issues:-

- 1. Whether the defendant entered into an agreement to sell dated 29.5.2009 in respect of the suit property in favour of the plaintiff for a sale consideration of Rs.25,85,000/- and received Rs.14,00,000/- as earnest money ? OPP**
- 2. Whether plaintiff has always been and still is ready and willing to perform his part of contract ? OPD\**
- 3. If issues no.1 and 2 proved, whether plaintiff is entitled for a decree for specific performance as prayed for ? OPD**



**4. Whether the plaintiff has no cause of action and locus standi to file the present suit ? OPD**

**5. Whether the plaintiff has not come to the court with clean hands and suppressed the true and material facts from the court ? OPD**

**6. Whether the suit is time barred ? OPD\**

**7. Relief.**

Parties led their respective evidence.

6. The trial Court while decreeing the suit for recovery of Rs.9,00,000/- without any interest, dismissed the suit for specific performance of the agreement to sell. The cross-objections filed by the plaintiffs and the appeal filed by the defendants against the said decision were also dismissed, leading to the filing of the present regular second appeal.

7. I have heard learned counsel for the appellant.

8. Learned counsel for the appellant submits that both Courts erred in non-suiting the plaintiffs despite the case having been proved by the plaintiffs by leading cogent evidence. Learned counsel has referred to the judgments under challenge and has submitted that the same are not sustainable.

9. I have considered the submissions made by learned counsel for the appellant but find the same to be devoid of merit.

10(i). Concededly, the plaintiffs did not appear on 25.09.2009 which was the target date for execution of the sale deed pursuant to execution of the



agreement to sell dated 29.05.2009. Though, they claimed to have appeared, no evidence was produced to this effect meaning thereby that they had not appeared. Thereafter, they appear to have gone into a deep slumber and woke up only on 07.03.2012 when a legal notice was issued after which the suit was instituted on 04.06.2012. The non-appearance of the plaintiffs for execution of the sale deed dated 25.09.2009 and thereafter not taking any action till March, 2012 clearly shows that the plaintiffs were not ready and willing to perform their part of the contract.

10(ii). It was also held that no evidence was led to prove that agreement to sell dated 30.03.2012 was executed by defendant No.3 in favour of defendants No.1 and 2. Only a photocopy of the same was produced. The original was stated to have been lost but no permission was sought to prove the same by leading secondary evidence. The trial Court rightly held that under the circumstances, the execution of the said agreement itself did not stand proved as a result of which, the genesis of the case of the plaintiffs had not been proved.

10(iii). Even the alleged extension document dated 25.05.2009 (Ex.P-8) was not proved in accordance with law and only a photocopy was produced. Under the circumstances, the foundation on which the case of the plaintiffs was resting itself was not proved.

10(iv). Both Courts have recorded concurrent findings of facts and law. Nothing has been shown which could have led this Court to interfere with the said findings.

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In view thereof, I do not find any merit in the instant appeal and the same is accordingly dismissed.

Pending application(s), if any, shall stand disposed of accordingly.

**13.08.2025**

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**(VIKRAM AGGARWAL)**

**JUDGE**

Whether speaking/reasoned  
Whether Reportable

Yes/No  
Yes/No