



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

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**RSA-4902-2016 (O&M)
Date of decision : 18.03.2025**

Garib Dass

..... Appellant

versus

Jagjit Singh and others

..... Respondents

CORAM : HON'BLE MR. JUSTICE PANKAJ JAIN

Present: Mr. Sarju Puri, Advocate
for the appellant.

Mr. Vijay Lath, Advocate
for respondent No.1.

Mr. Dinesh Nagar, Advocate
for respondent No.2.

Mr. Sandeep Jain, Advocate and
Mr. Davinder Kumar, Advocate
for respondent No.3.

PANKAJ JAIN, J. (Oral)

1. Plaintiff filed suit seeking decree of specific performance qua agreement to sell dated 03.09.2007, claim to have been executed in his favour by respondent No.1 for land measuring 54 kanals.
2. As per the case of the plaintiff, he paid earnest money of Rs.25 lacs to defendant No.1 and both the parties agreed to get the sale deed executed on or before 03.09.2008. Plaintiff claimed that though he remained ready and willing to perform his part, yet defendant-respondent No.1 failed to come present before the office of Sub-Registrar to execute the sale deed. The instant suit was instituted on 19.07.2008. In the interregnum, while the suit was pending before the



Trial Court, defendant No.1 Jasjit Singh along with his brother Ranjit Singh executed sale deed qua 19 kanal, 13 marlas in favour of respondent No.2. The trial Court held plaintiff entitled for alternate relief of recovery of Rs.25 lacs.

3. Dissatisfied plaintiff, preferred appeal. Defendant No.1 also preferred appeal. Both of them have been decided by a composite judgment and decree dated 28.03.2016, which is subject matter of present appeal.

4. Counsel for the appellant submits that even in case, the findings recorded by the Courts below including that of respondent No.2 being a bonafide purchaser are maintained and the sale deed in his favour is held entitled to be protected, the observation made in para No.47 of the impugned judgment cannot be sustained. Mr. Puri submits that since 19 kanal, 13 marla of land was sold in favour of respondent No.2 by Jagjit Singh and Ranjit Singh, only 1/2 share out of 19 kanal, 13 marla needs to be set off qua the estate of Jagjit Singh. He thus, submits that the plaintiff would be entitled for a decree of specific performance to the extent of 45 kanal, 3 marlas - 9 kanal, 8 marlas.

5. Mr. Lath is not in a position to dispute the aforesaid position. However, Mr. Nagar submits that the Courts below decreed the suit filed by the plaintiff despite there being no evidence with respect to his readiness and willingness. However, he is not in position to dispute that respondent No.2 has neither filed any cross-appeal nor cross-objections impugning judgment and decree passed by Appellate Court.



6. Having heard counsel for the parties and after carefully perusing the records of the case, this Court finds that once respondent No.2 was sold joint estate by Jagjit Singh and Ranjit Singh, in terms of Section 47 of Transfer of Property Act, 1882 they are deemed to have transferred equal share. Thus, it is only 1/2 share that ought to have been set off qua the estate of Jagjit Singh and not entire 19 kanal, 13 marlas.

7. In view thereof, judgment and decree passed by the Lower Appellate Court is modified to the extent that the plaintiff shall be entitled to decree of specific performance qua land admeasuring 45 kanal, 3 marlas i.e. 34 kanal, 7 marlas + 9 kanal, 13 marlas, by paying corresponding balance sale consideration within a period of two months.

8. Disposed off, accordingly.

9. Since the main case has been decided, pending miscellaneous application, if any, shall also stands disposed off.

(PANKAJ JAIN)
JUDGE

18.03.2025

Dinesh

Whether speaking/reasoned : Yes

Whether Reportable : No