



IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

126

CR-6838-2025

Date of Decision.:25.09.2025

Kailash Chand

.....Petitioner

Vs.

Sandeep Chaudhri and Another

.....Respondents

CORAM:- HON'BLE MR. JUSTICE DEEPAK GUPTA

Present:- Mr. Vishal Handa, Advocate
for the petitioner.

DEEPAK GUPTA, J. (ORAL)

Petitioner herein is contesting defendant before learned Additional Civil Judge (Senior Division), Karnal in civil suit bearing No. CS-580-2024 titled "*Sandeep Chaudhari vs. Kailash Chand etc.*". He is aggrieved by the order dated 16.07.2025 (*Annexure P-6*), whereby his request to allow him to refund the earnest money to the respondent-plaintiff, was declined.

2. Concededly the petitioner-defendant agreed to sell suit property to the plaintiff-respondent for consideration of ₹3,61,75,000/- vide an agreement dated 27.01.2023, and he received an amount of ₹61,75,000/- as earnest money.

3. Contending that defendant failed to abide by the terms of the agreement despite readiness & willingness of the plaintiff to perform his part of contract, suit for mandatory injunction, specific performance and permanent injunction was filed by the plaintiff with the alternative relief of recovery of ₹3,61,75,000/-.

4. The defendant- petitioner herein moved an application

**CR-6838-2025****-2-**

(Annexure P-4) making a request to allow him to return the earnest money to the plaintiff submitting that after considerable reflection, he found that it was in the family's best interest to retain the ownership of the house in question, as his children had developed deep emotional attachment to the same and therefore, he wanted to return the earnest money to the plaintiff. Said request has been declined by the trial Court by way of impugned order.

5. It is contended by learned counsel that plaintiff-respondent himself had sought the alternative relief of recovery and as the petitioner had received amount of ₹61,75,000/-, he is ready to return the same and so, trial Court committed error in declining his request.

6. There is no merit in the contention. Execution of agreement to sell by the petitioner in favour of the respondent-plaintiff is not disputed. It cannot be sweet will of the petitioner to unilaterally retract from the said agreement. He is bound by the terms and conditions of the agreement. Simply because an alternative prayer was made by the plaintiff for recovery, cannot be construed as a waiver or abandonment of the main relief of the specific performance on the part of the plaintiff.

7. As such, there is no illegality or perversity in the impugned order. No merits. Dismissed.

All the miscellaneous application(s), if any, stand disposed of.

(DEEPAK GUPTA)
JUDGE

September 25, 2025

Neetika Tuteja

Whether Speaking/reasoned	Yes/No
Whether Reportable	Yes/No