



IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

RSA No.4726 of 2014 (O&M)

Date of Order:28.04.2025

Gurdev Singh

.Appellant

Versus

Mukhtiar Singh and another

..Respondents

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. Aarush Kashyap, Advocate
Mr. Aman Kashyap, Advocate
for the appellant.

Ms. Amisha Goel, Advocate, for
Mr. Siddharth Sharma, Advocate
for respondent no.2.

ANIL KSHETARPAL, JUDGE (Oral)

1. The plaintiff assails the correctness of the concurrent findings of fact arrived at by the courts below while granting him alternative relief of refund of earnest money along with interest @ 12% per annum from the date of execution of the agreement till its realization.

2. Both the courts have come to the conclusion that the gap of two years between the date of agreement to sell and the date on which the sale deed was to be executed and registered is not normal and therefore, it appears that the agreement to sell was executed only as a security document.

3. The conclusion drawn by the courts below does not appear to be erroneous. Ordinarily, the difference between the date of agreement to sell and the date fixed for sale deed should not be more than one year. Moreover, the plaintiff has agreed to purchase only a small part of the agricultural land measuring 2 kanals which is 1/4th part of an acre of land.



The property has already been sold in favour of defendant no.2.

4. Keeping in view the aforesaid facts and discussion, no ground to interfere is made out.
5. Dismissed.
6. All the pending miscellaneous applications, if any, are also disposed of.

(ANIL KSHETARPAL)
JUDGE

April 28, 2025
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Whether speaking/reasoned : Yes/No
Whether reportable : Yes/No