



128 IN THE HIGH OF PUNJAB AND HARYANA AT CHANDIGARH

RSA No.2107 of 2025 (O&M)

Date of Decision : September 01, 2025

Baljinder Kaur

. . . . Appellant

Vs.

Gurmeet Singh

. . . . RESPONDENT

CORAM: HON'BLE MR. JUSTICE DEEPAK GUPTA

Present:- Mr. Kanwar Inder Singh, Advocate for the appellant.

DEEPAK GUPTA, J.

CM-7271-C-2025

This is an application under Section 5 of the Limitation Act to condone the delay of 160 days in filing the appeal.

For the reasons as mentioned in the application, supported by an affidavit of the appellant, the delay of 160 days in filing the appeal is hereby condoned.

The application stands disposed of.

RSA-2107-2025 (O&M)

Defendant No.2 of the suit has approached this Court challenging the concurrent findings of the Courts below.

2. The case of the plaintiff–Gurmeet Singh (respondent herein) is that defendant No.1–Nirmal Singh (not a party to this appeal), being the owner of the suit property, executed an agreement to sell dated 31.12.2010 for a consideration of ₹8,80,000/-, receiving ₹3,00,000/- as earnest money. The sale deed was to be executed and registered by 31.12.2011, upon payment of the balance consideration and delivery of possession. On 10.04.2011, defendant - Nirmal Singh received a further sum of ₹3,00,000/-,

thus receiving a total of ₹6,00,000/-. As Nirmal Singh failed to execute the sale deed despite the plaintiff's readiness and willingness, the plaintiff instituted a suit for specific performance.

3. Defendant No.1 contested the suit, asserting that the agreement dated 31.12.2010 was merely a security document executed in lieu of a loan, and prayed for dismissal of the suit.

4. During trial, Smt. Baljinder Kaur (appellant herein), wife of Nirmal Singh, was impleaded as defendant No.2. She pleaded that in an earlier litigation, a decree dated 03.05.2005 had been passed in her favour restraining her husband, Nirmal Singh, from alienating the suit property, and that his appeal had also been dismissed. On that basis, she contended that Nirmal Singh had no authority to sell the suit property.

5. Upon framing of issues and appreciation of evidence, the trial Court held that the agreement dated 31.12.2010 stood duly proved, as also the payment of ₹6,00,000/- by the plaintiff. However, since Nirmal Singh was restrained from alienating the suit property under decree dated 03.05.2005 in favour of his wife, the relief of specific performance was declined.

6. During pendency of the suit, Nirmal Singh expired. Accordingly, the trial Court decreed the suit for alternative relief in the following terms:

"In view of the above findings, the suit of the plaintiff is decreed in the alternative with costs. The plaintiff is entitled to recover ₹6,00,000/- as earnest money from defendant No.1 (since deceased, through his legal representatives, to the extent of the estate inherited by them), along with interest @9% per annum from 31.12.2010 till the date of decree, and future interest @6% per annum on the principal amount from the date of decree till realization. The main relief of specific performance stands declined."

7. The plaintiff did not prefer any appeal against the refusal of specific performance.

8. It was defendant No.2 – Baljinder Kaur (wife of Nirmal Singh) who preferred an appeal against the trial Court's decree. The First Appellate Court, however, dismissed the appeal on 21.10.2024, holding that since the

decree for refund of earnest money was against Nirmal Singh, the appellant had no locus standi. She was under no personal obligation to satisfy the decree. It was observed that in execution proceedings, which filed by the plaintiff, the Executing Court would determine how the decree is to be satisfied against the legal representatives of deceased Nirmal Singh, depending on the estate inherited by them.

9. Defendant No.2 has now filed the present appeal assailing the concurrent judgments of the Courts below.

10. Learned counsel for the appellant submits that she resides in the property in dispute with her children and cannot be made liable under the decree.

11. The contention is untenable. The decree for refund has not been passed against the appellant in her personal capacity, but against Nirmal Singh, who executed the agreement to sell and received the earnest money. Upon his death, his legal representatives, to the extent of the estate inherited, are liable to discharge the decree. The decree dated 03.05.2005, relied upon by the appellant, merely restrained Nirmal Singh from alienating the property; it does not absolve his legal representatives of liability arising from the agreement to sell and the consequent decree.

12. As such, finding no illegality or perversity in the concurrent findings of the Courts below, the present appeal is dismissed as being devoid of merit.

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

September 01, 2025

Sarita

(DEEPAK GUPTA)

JUDGE

Whether speaking/reasoned?	Yes/No
Whether reportable?	Yes/No