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

CR-4371-2024 (O&M)

Date of Decision : 11.08.2025

KANWARJIT KAUR

.... Petitioner

VERSUS

CHANDER SHEKHAR

.... Respondent

CORAM : HON'BLE MRS. JUSTICE ALKA SARIN

Present : Mr. Rai Singh Chauhan, Advocate and
Mr. Rohit Sapehiya, Advocate for the petitioner.

Mr. Vinod Kumar, Advocate for the respondent.

ALKA SARIN, J. (ORAL)

1. The present revision petition has been filed challenging the order dated 17.07.2024 passed by the learned Civil Judge (Junior Division), Mukerian whereby the learned Trial Court had granted permission to the defendant-respondent to deposit the balance sale consideration holding that since there was no dispute qua the agreement to sell dated 02.05.2017, therefore, the defendant-respondent (counter claimant) was allowed to deposit the balance sale consideration.

2. Brief facts relevant to the present *lis* are that the plaintiff-petitioner herein filed a civil suit for declaration to the effect that the agreement to sell dated 02.05.2017 regarding the land measuring 1 Kanal 5 Sarsai out of land comprised in Khewat No.17/17, 18/18, 19/19, 81/82, Khasra No.1731 (5-6), 1691 (1-3), 1692 (0-11), 1689 (2-8), 1690(0-16),

4842/4037/1685 (9-17) situated in Village Talwara, H.B. No.604, Tehsil Mukerian, District Hoshiarpur as per Jamabandi for the year 2012-13 was liable to be rescinded/cancelled and thereby the earnest money of ₹8,00,000 (rupees eight lakh) should stand forfeited on account of non-compliance of the terms and conditions of the agreement. The defendant-respondent herein filed written statement and counterclaim. In the counterclaim specific performance of the agreement to sell dated 02.05.2017 in respect of the land comprised in 1 Kanal 5 Sarsai as detailed above was sought. An application was filed by the defendant-respondent to tender an amount of ₹16,00,000 (rupees sixteen lakh) in Court or to pay the same to the plaintiff-petitioner by way of cheque toward the sale consideration. Reply was filed to the said application. Vide the impugned order dated 17.07.2024 the application was allowed holding that since the agreement to sell had been admitted by the defendant-respondent, hence the application was allowed, and the defendant-respondent was allowed to deposit a sum of ₹16,00,000 (rupees sixteen lakh) with the Court. Hence, the present revision petition by the plaintiff-petitioner.

3. Learned counsel for the plaintiff-petitioner would contend that there is a serious dispute between the parties regarding readiness and willingness and therefore the civil suit was filed for rescinding of the contract on the ground that there had been violation of the terms and conditions of the agreement to sell. Once there was a dispute as to whether the parties were ready and willing to perform their part of the contract, the question of permitting the defendant-respondent to deposit the amount of

₹16,00,000 (rupees sixteen lakh) on the ground that the agreement stood admitted would amount to decreeing the counterclaim of the defendant-respondent. It is further the contention of the learned counsel that the plaintiff-petitioner herein had only sought rescinding/cancellation of the contract and not specific performance.

4. Per contra, learned counsel for the defendant-respondent would contend that the application was filed since the agreement to sell had been admitted and therefore no fault can be found with the impugned order.

5. Heard.

6. In the present case the suit filed by the plaintiff-petitioner is for declaration to the effect that the agreement to sell dated 02.05.2017 be rescinded/cancelled on the ground that certain terms and conditions have not been complied with. In the counterclaim the defendant-respondent has prayed for specific performance of the agreement to sell dated 02.05.2017. The issue of readiness and willingness is yet to be gone into and merely because the agreement to sell has been admitted by the parties would not be a ground to permit the defendant-respondent to deposit the amount in Court. As per the statement of the learned counsel for the defendant-respondent, the amount already stands deposited. Since the amount already stands deposited by the defendant-respondent, therefore, it is made clear that the amount so deposited would be without prejudice to the rights of the plaintiff-petitioner and would not be considered in any manner as having affected his rights in the suit or in any manner crystallising the rights of the defendant-respondent in the counter claim.

7. Revision petition stands disposed off accordingly. Pending applications, if any, also stand disposed off.

11.08.2025
Aman Jain

(ALKA SARIN)
JUDGE

NOTE: Whether speaking/non-speaking: Speaking
Whether reportable: Yes/No