



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

**RSA-3677-2019(O&M)**

**Date of decision: 17.02.2025**

Khem Singh Rehal

..Appellant

Versus

Shafia Begum

..Respondent

**CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL**

Present: Mr. Sunny K Singla, Advocate for the appellant

Mr. Anil Kumar Garg, Advocate for the respondent

**ANIL KSHETARPAL, J. (Oral)**

1. The plaintiff assails the correctness of the First Appellate Court's judgment ordering refund of earnest money instead of relief of specific performance. The First Appellate Court has found that the plaintiff failed to prove his readiness and willingness to perform his part of the contract.

2. Heard the learned counsel representing the parties at length and with their able assistance perused the paperbook.

3. Defendant Smt. Shafia Begum was owner of shops alongwith the residential portion and she entered into an agreement to sell with the appellant on 05.08.2010 on receipt of Rs.5,25,000/- out of the total sale consideration of Rs.35,00,000/-. It was recited in the agreement to sell that the sale deed would be executed on or before 20.05.2011. The plaintiff claimed before the court that he was always ready and willing to perform his part of the contract. The defendant admitted the receipt of earnest money on

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execution of the agreement to sell. However, she denied that the plaintiff was always ready and willing to perform his part of the contract. She alleged that on 20.05.2011 she visited the office of Sub-Registrar and got an affidavit attested from the Executive Magistrate. The plaintiff never came forward to honour the agreement. The trial court decreed the suit, however, the First Appellate Court apart from other reasons, came to conclusion that the plaintiff has failed to prove his readiness and willingness. Still the court ordered refund.

4. Learned counsel representing the appellant submits that on 20.05.2011 Notarised affidavit was sworn in by the plaintiff to prove his readiness and willingness. He also produced the information obtained under the Right to Information Act, 2005 to the effect that sale deeds were not registered between 11.05.2011 to 22.05.2011.

5. This Court has considered the submissions made by the learned counsel representing the parties.

6. The sale deed was to be executed and registered in the office of the Registrar. The plaintiff is required to prove that he visited the office of the Registrar alongwith the balance sale consideration. The appellant has only produced his own notarized affidavit, which will not be sufficient to prove that the appellant attended the office of the Registrar. The appellant was also required to purchase stamp papers for scribing the sale deed. He has not taken any steps. Moreover, the agreement to sell was conditional. It was recited in the agreement that the defendant will get physical possession of the property after evicting the tenants. The appellant while swearing on



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the affidavit on 20.05.2011, stated that the defendant has failed to get the possession of the property from the tenants.

7. Keeping in view the aforesaid facts, the appellant has failed to prove his readiness and willingness on the date stipulated for registration of the sale deed in the agreement to sell.

8. Keeping in view the aforesaid facts, no ground to interfere is made out.

9. Hence, dismissed.

10. All the pending miscellaneous applications, if any, are also disposed of.

**(ANIL KSHETARPAL)**  
**JUDGE**

**17.02.2025**

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Whether speaking/reasoned

Yes/No

Whether reportable

Yes/No