



IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

**116**

1. RSA-1509-2022

Parsan Singh ....Appellant

Versus

Balbir Singh ....Respondent

2. RSA-374-2020 (O&M)

Lakhbir Singh ....Appellant

Versus

Balbir Singh ....Respondent

3. RSA-1133-2020 (O&M)

Darshan Singh ....Appellant

Versus

Balbir Singh ....Respondent

**Date of Decision: 06.05.2025**

**CORAM: HON'BLE MS. JUSTICE NIDHI GUPTA**

Present: - Mr. Raj Kapoor Malik, Advocate  
for the appellant(s) (in all cases).

**NIDHI GUPTA, J.**

1. **RSA-1509-2022 (Parsan Singh vs. Balbir Singh)**

The plaintiff is in second appeal against the concurrent judgments and decrees rendered by both the Courts below, whereby the



Suit for Recovery of ₹5,00,000/- along with interest @ 12% per annum filed by the appellant, has been dismissed.

**2. RSA-374-2020 (O&M) (Lakhbir Singh vs. Balbir Singh)  
CM-986-C-2020 in RSA-374-2020**

Prayer in this application filed under Section 5 of the Limitation Act, 1963 is for condonation of delay of 18 days in filing the accompanying appeal (RSA-374-2020).

Heard.

For the reasons stated in the application which is supported by an affidavit, the same is **allowed**; and delay of 18 days in filing the accompanying appeal is condoned.

**RSA-374-2020**

The plaintiff is in second appeal against the concurrent judgments and decrees rendered by both the Court below, whereby Suit for Recovery of ₹10,00,000/- along with interest @ 12% per annum, was dismissed.

**3. RSA-1133-2020 (O&M) (Darshan Singh vs. Balbir Singh)  
CM-3572-C-2020 in RSA-1133-2020**

Prayer in this application filed under Section 5 of the Limitation Act, 1963 is for condonation of delay of 16 days in filing the accompanying appeal (RSA-1133-2020).

Heard.

For the reasons stated in the application which is supported by an affidavit, the same is **allowed**; and delay of 16 days in filing the accompanying appeal is condoned.



**RSA-1133-2020**

The plaintiff-appellant is in second appeal against the concurrent judgments and decrees rendered by both the Court below, whereby Suit for Recovery of ₹10,00,000/- along with interest @ 12% per annum was dismissed.

**RSA Nos. 1509-2022; RSA No.374-2020; and RSA No.1133-2020:**

1. All the aforementioned 03 second appeals are being disposed of by this common order as the facts, issues and parties involved in all the second appeals are identical. For the sake of convenience, facts are being extracted from RSA-1509-2022 titled as 'Parsan Singh vs. Balbir Singh'.

2. The parties shall hereinafter be referred to as per their status before the learned trial Court i.e. the appellant is being referred to as 'the plaintiff', whereas the respondent as 'the defendant'.

3. Brief facts of the case are that the appellant-plaintiff had filed a suit for recovery of ₹5,00,000/- along with interest @ 12% per annum. It was the pleaded case of the plaintiff that the defendant had requested the plaintiff to advance a friendly loan of ₹5,00,000/-. Defendant had agreed to return the same with interest @ 12% per annum. However, more than 02 years have elapsed, the defendant did not repay the said amount despite repeated requests by the plaintiff. The plaintiff first issued a legal notice dated 27.12.2012 to the defendant. However, the defendant had refused to take delivery of the notice. As such, the plaintiff had filed the present suit on 23.01.2013.

4. Vide judgment and decree dated 22.01.2016, the learned trial Court dismissed the suit of the plaintiff with costs. The appeal filed by the



plaintiff against the said judgment and decree dated 22.01.2016, was also dismissed vide judgment and decree dated 13.01.2020 by the Id. Additional District Judge, Kurukshetra, thereby upholding the judgment and decree passed by the learned trial Court. Hence, the present second appeal.

5. It is, *inter alia*, submitted by learned counsel for the appellant that both the Courts below have wrongly and illegally mixed the amount borrowed by the defendant and the amount received by the defendant as earnest money against the Sale Deed Dated 12.07.2010. It is submitted that the plaintiff had duly proved that these are two separate transactions which were not interlinked with each other in any manner. The learned Courts below have ignored and misread the plaintiff's evidence whereby the plaintiff has clearly proved 02 separate transactions. It is contended that the present transactions had no concern with the earnest money qua sale deed dated 12.07.2010. In this regard, the Courts below did not consider the affidavit dated 24.12.2012 (Ex. P-7) of Krishan Kumar from which it is clear that the amount paid towards Agreement to Sell dated 12.07.2010 was in cash and was not through the Bank. Thus, there is manifest error in the judgments and decrees of both the Courts below. It is accordingly prayed that all the aforementioned appeals be allowed and the judgments and decrees of both the Courts below may be set aside.

6. No other argument has been raised by learned counsel for the appellant(s).



7. I have heard learned counsel for the appellant(s) and perused the case file in great detail.

8. I find no merit in the submissions advanced by learned counsel for the appellant-plaintiff. The transfer of ₹5,00,000/- from the account of the plaintiff to the account of the defendant is not disputed. However, it is the clear stand of the defendant in the written statement which is supported by the cogent evidence led by him, that the said amount of ₹5,00,000/- was transferred by the plaintiff as part payment of earnest money given in pursuance to the Agreement to Sell dated 12.07.2010 Mark-DA/Ex.D1, executed between defendant-Balbir Singh and brother of the plaintiff, namely, Darshan Singh (appellant in RSA-1133-2020). As per the said Agreement to Sell dated 12.07.2010, Darshan Singh had agreed to purchase land measuring 1422 Sq. Yards i.e. 47 Marlas situated in the Revenue Estate of village Sunderpur, from the defendant for a total sale consideration of ₹2,44,00,000/-. Out of this sale amount, ₹50,00,000/- was paid as earnest money i.e. ₹25,00,000/- was given in cash; and transfer of ₹25,00,000/- was made through bank transactions by the appellants in the present appeals i.e. (i) ₹5,00,000/- by appellant-Parsan Singh (in RSA-1509-2022); ₹10,00,000/- by appellant-Lakhbir Singh (in RSA-374-2020); and ₹10,00,000/- by appellant-Darshan Singh (in RSA-1133-2020).

9. The defendant had duly proved on record the photocopy of Agreement to Sell dated 12.07.2010 as Ex. D-1/Mark DA from the evidence of DW-2 Randhir Singh Saini, Advocate Notary Public, District Court, Kurukshetra. In fact, the plaintiff himself did not dispute



the execution of Agreement to Sell dated 12.07.2010 (Ex.D-1/Mark-DA). The fact that the said monies were transferred by the appellants in the account of the defendant towards payment of earnest money and not by way of loan is also borne out from the fact that no pronote was executed between the plaintiff and the defendant for the alleged loan of ₹5,00,000/-. It has been contended by the plaintiff that the said amount was given by him to the defendant in the presence of Krishan Kumar. However, the plaintiff has failed to examine said Krishan Kumar.

10. Further, there are inexplicable discrepancies in the case put forth by the plaintiffs, inasmuch as, in the plaint it has been mentioned that the aforesaid amount of ₹5,00,000/- was given by the plaintiff to the defendant on 12.07.2010 for a period of 02 months; whereas in the legal notice dated 27.12.2012, it was mentioned that the said loan was advanced for a period of 02 years. Moreover, father of the plaintiff, namely, Lakhbir Singh/PW8 (appellant in RSA-374-2020) had deposed on oath admitting that a sum of ₹39,00,000/- in cash was lying with his son Darshan Singh-appellant (in RSA-1133-2020) plus an amount of ₹11,00,000/- was withdrawn by him from his account towards payment of earnest money. Even the execution of Agreement to Sell dated 12.07.2010 (Ex.D-1/Mark-DA) has not been denied by PW-8. As such, it does stand to reason that a person to whom ₹50,00,000/- was paid as earnest money will require a friendly loan of ₹5,00,000/-. Moreover, it is not clear that if a loan was advanced by the plaintiff for a period of only 02 months, then why legal notice was sent after 02 years only on 27.12.2012.



11. Learned counsel for the appellant-plaintiff is unable to dispute or controvert the above said facts and findings.

12. In view of the discussion here-in-above, all the aforementioned 03 appeals bearing RSA No.1509-2022; RSA No. 374-2020; and RSA No.1133-2020 are dismissed.

13. Pending application(s) (in all the appeals) if any also stand(s) disposed of.

14. A photocopy of this order be placed on the files of other connected cases.

06.05.2025  
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( NIDHI GUPTA )  
JUDGE

Whether speaking/reasoned Yes/No

Whether Reportable Yes/No