

Supreme Court of India

Justice Ajay Rastogi, Justice Bela M. Trivedi.

SATNAM SINGH v. SATNAM SINGH

Civil appeal no. 8037 of 2011

26th April 2022

Suit for specific performance - Immovable property - Considering the fact that the agreement in question was executed in the year 2000 and the sale deed was got executed through Court Commissioner in the year 2008, and that this appeal is being decided in 2022, the Court deems it proper to direct the respondent-plaintiff to pay a reasonable amount over and above the amount already deposited by him towards the sale consideration - Though the appellant has urged that the present market value of the suit land is Rs. 22 lac per acre as per the circle rate, and therefore the respondent be directed to pay accordingly, the said submission cannot be accepted, for the simple reason that the appellant had not handed over the possession of the said suit land to the respondent though the sale deed was got executed through Court Commissioner as back as in 2008, and the respondent had also deposited the balance amount of the sale consideration as directed by the Trial Court - Interest of justice would be served if the respondent is directed to deposit a further sum of Rs. 6 lakhs before the Trial Court.

Petitioner Counsel: VINOD SHARMA, Respondent Counsel: KUSUM CHAUDHARY

JUDGEMENT

BELA M. TRIVEDI, J. - The appellant (original defendant) Sh. Satnam Singh S/o Sh. Mehnga Ram has filed the present appeal challenging the legality and validity of the impugned judgement and decree dated 27.09.2008 passed by the High Court of Punjab and Haryana at Chandigarh, in Regular Second Appeal no. 3174 of 2008, whereby the High Court while dismissing the Second Appeal had confirmed the judgement and decree dated 06.08.2008 passed by the Addl. District Judge, Nawanshahr (the Appellate Court) in Regular Civil Appeal no. 49 of 2007. The Appellate Court had confirmed the judgement and decree dated 14.02.2007 passed by the Addl. Civil Judge (SD) Nawanshahr (the Trial Court) in Civil Suit no. 295 of 2006, by which the suit of the respondent (original plaintiff) Sh. Satnam Singh S/o Inder Singh seeking specific performance of the agreement to sell dated 09.06.2000 in respect of the suit land and possession thereof was decreed.

2. The suit was filed by the respondent-plaintiff seeking specific performance of the agreement dated 09.06.2000 against the appellant-defendant alleging inter-alia that an agreement was executed by the defendant on 09.06.2000 in respect of the suit land measuring 11 kanals 7 marlas as described in the plaint, for consideration of Rs. 2,50,000/- per acre and for total consideration of Rs. 3,54,687.50/-. The plaintiff had paid Rs. 55,000/-

by way of earnest money and had agreed to pay the balance amount within one year of the agreement. It was further alleged that the plaintiff was always ready and willing to perform his part of agreement and had approached the defendant offering the balance amount of sale consideration, however, the defendant did not pay any heed to it. The plaintiff, thereafter, had served a legal notice and called upon the defendant to remain present in the office of Sub/Joint Registrar, Nawanshahr to perform his part of [contract](#), however, the defendant did not turn up and hence, the suit was filed.

3. The appellant-defendant had resisted the suit by filing the written statement contending inter-alia that he had never executed any agreement to sell in favour of the plaintiff. According to him, he had taken a loan of Rs. 27,000/- from the plaintiff and the document was prepared only by way of security towards the said loan amount, which was misused by the plaintiff. He also contended that there was no legal notice served to him by the plaintiff prior to filing of the suit.

4. The said suit was decreed by the Trial Court and the same was confirmed by the Appellate Court as well as by the High Court, as stated hereinabove. It is pertinent to note that after the dismissal of the Appeal by the Appellate Court, the respondent-plaintiff had filed the Execution proceedings seeking execution of the decree passed by the Trial Court, and pursuant to the order passed by the Executing Court, the sale deed was got executed on 23rd September, 2008 through the Court Commissioner, in favour of the respondent-plaintiff on his depositing the balance amount of consideration of Rs. 2,99,700/- vide the challan no. 21, SBI, Nawanshahr. A copy of the said sale deed along with translated version in English has been produced on record by the respondent-plaintiff.

5. The Ld. Advocate Vikas Mahajan appearing on behalf of the appellant, while not disputing the execution of the sale deed through Court Commissioner in favour of the respondent-plaintiff, submitted that all the three Courts had utterly failed to appreciate that the respondent-plaintiff was never ready and willing to perform his part of contract. According to him, the Courts below had also failed to consider the hardship that would have been caused to the appellant, while exercising the discretion in favour of the respondent. He further submitted that the market value of the suit land is approximately Rs. 22 lac per acre as per the circle rate prevailing as on today, and that the amount deposited by the respondent-plaintiff towards the sale consideration is too meagre an amount as compared to the today's market value. However, the Ld. Advocate Ms. Kusum Chaudhary for the respondent-plaintiff submitted that there being concurrent findings of facts recorded by the three Courts in favour of the respondent, the Court may not interfere with the same, more particularly when the sale deed has already been executed through the Court Commissioner in the execution proceeding in 2008, although the possession has not been handed over by the appellant to the respondent. She also submitted that the respondent is ready to make payment of reasonable amount over and above the amount deposited by him towards sale consideration, as the Court may deem fit, having regard to the facts and circumstances of the case.

6. Since, the three Courts below have recorded the concurrent findings of facts in favour of the respondent-plaintiff with regard to the respondent having proved his readiness and

willingness to perform his part of contract, and since the Courts below have exercised their discretion in favour of the respondent, directing the appellant to execute the sale deed in favour of the respondent, on the respondent depositing the balance sale consideration, and since the respondent had deposited the amount as directed by the trial court, before the execution of sale deed through the Court Commissioner in the Execution proceedings, this Court is not inclined to interfere with the impugned judgement passed by the High Court. Even otherwise, the Ld. Advocate for the appellant has miserably failed to point out any illegality or perversity in the impugned order passed by the High Court confirming the judgements and decrees passed by the Appellate Court and the Trial Court. The present Appeal therefore deserves to be dismissed.

7. However, considering the fact that the agreement in question was executed in the year 2000 and the sale deed was got executed through Court Commissioner in the year 2008, and that this appeal is being decided in 2022, the Court deems it proper to direct the respondent-plaintiff to pay a reasonable amount over and above the amount already deposited by him towards the sale consideration. Though the Ld. Advocate for the appellant has urged that the present market value of the suit land is Rs. 22 lac per acre as per the circle rate, and therefore the respondent be directed to pay accordingly, the said submission cannot be accepted, for the simple reason that the appellant had not handed over the possession of the said suit land to the respondent though the sale deed was got executed through Court Commissioner as back as in 2008, and the respondent had also deposited the balance amount of the sale consideration as directed by the Trial Court. Therefore, considering the totality of the circumstances that respondent had paid Rs. 55,000/- on the day of execution of the agreement in question and subsequently had deposited Rs. 2,99,700/- on 13.04.2007 vide challan no. 21, SBI, Nawanshahr, the Court is of the opinion that the interest of justice would be served if the respondent is directed to deposit a further sum of Rs. 6 lakhs (six lakhs) before the Trial Court within four weeks from today. The respondent is accordingly directed to make such deposit. On such deposit being made, the appellant shall be at liberty to withdraw the said amount. He shall also be at liberty to withdraw the amount of Rs. 2,99,700/- with interest if accrued any, deposited by the respondent-plaintiff, if not withdrawn by the appellant so far. On such deposit of six lakhs being made by the respondent as directed by this Court, the appellant shall hand over vacant and peaceful physical possession of the suit land as described in the plaint to the respondent-plaintiff forthwith. The sale deed dated 23rd September 2008 executed through the Court Commissioner in favour of the respondent shall stand modified accordingly. It is clarified that if the appellant fails to hand over the possession of the suit land as directed by this Court, the respondent shall be at liberty to take recourse to law as may be permissible.

8. The present appeal stands dismissed subject to the aforesaid directions.

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