



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

115

RSA-2858-2024

Date of Decision.: 20.04.2026

Suraj Bhan

.....Appellant

Vs.

Khushi Ram (deceased) thr LRs and Others

.....Respondents

CORAM:- HON'BLE MR. JUSTICE DEEPAK GUPTA

Present:- Mr. J.S. Gill, Advocate with
Mr. Lakhan Paul Garg, Advocate
for the appellant.

DEEPAK GUPTA, J. (ORAL)

The plaintiff-appellant has approached this Court by way of the present Regular Second Appeal assailing the concurrent findings recorded by the learned trial Court vide judgment & decree dated 26.02.2019, and affirmed by the learned First Appellate Court vide judgment dated 31.08.2024, whereby his suit for possession by way of specific performance of agreement to sell dated 08.12.2008 has been dismissed.

2. The case set up by the plaintiff is that defendants No.1 to 4 entered into an agreement to sell the suit land in his favour on 08.12.2008 for a total sale consideration of ₹11,00,000/-, out of which a sum of ₹10,00,000/- was allegedly paid as earnest money. It was pleaded that possession of the suit land was also delivered to him at the time of execution of the agreement. Since the vendors were yet to perfect their title on account of pending mutation arising out of a release deed, no specific date for execution of the sale deed was fixed. On 13.01.2009, another amount of ₹ 50,000/- was paid and fresh agreement to sell was executed with target date fixed as 30.04.2009. According to the plaintiff, after completion of formalities, he repeatedly approached the defendants



and even appeared before the Sub-Registrar on 24.01.2014 and thereafter on 17.02.2014 along with balance consideration, but the defendants failed to perform their part of the contract, constraining him to institute the suit.

3. The defendants contested the claim by denying execution of the agreement dated 08.12.2008 and alleged that the same was a forged and fabricated document. Their stand was that only a subsequent agreement dated 13.01.2009 had been executed, which the plaintiff himself failed to perform within the stipulated time, resulting in forfeiture of the earnest money. Various other objections including limitation, absence of readiness and willingness, and lack of cause of action were also raised.

4. Both the Courts below, upon appreciation of oral as well as documentary evidence, returned concurrent findings against the plaintiff and dismissed the suit. The First Appellate Court, while affirming the judgment of the trial Court, examined the matter in detail, as is evident from the record.

5. Learned counsel for the appellant has contended that once execution of the agreement dated 08.12.2008 stood proved, the Courts below erred in declining the relief of specific performance. It has further been argued that since no specific date was fixed in the agreement, limitation would commence only when the defendants refused performance, and therefore the suit filed in 2014 was within time. It is also urged that the plaintiff had always been ready and willing to perform his part of the contract.

6. Having heard learned counsel for the appellant and perused the record, this Court finds no merit in the present appeal.

7. It is well settled that the jurisdiction of this Court in a second appeal under Section 100 of the Code of Civil Procedure is confined to substantial questions of law. The concurrent findings of fact recorded by



the Courts below cannot be interfered with unless the same are shown to be perverse, based on misreading of evidence, or suffering from a patent illegality. In the present case, the findings returned by both the Courts below are based on a proper and cogent appreciation of the evidence on record.

8. At the outset, it may be noticed that the relief of specific performance is discretionary and equitable in nature. Even where execution of an agreement is proved, the plaintiff is required to establish continuous readiness and willingness to perform his part of the contract, which is a sine qua non for grant of such relief.

9. In the present case, the First Appellate Court has, in fact, observed that the plaintiff succeeded in proving execution of the agreement dated 08.12.2008. However, the matter does not rest there. The crucial question is whether the plaintiff discharged the burden of proving his readiness and willingness.

10. The record reveals that mutation in favour of defendants No.1 to 4, which was a condition precedent for execution of the sale deed, stood sanctioned on 13.01.2009. Even otherwise, a subsequent agreement dated 13.01.2009 executed on same date, admittedly signed by the plaintiff, fixed 30.04.2009 as the date for execution of the sale deed. These facts clearly establish that the plaintiff was fully aware, at least in January 2009, that the vendors had acquired the requisite title enabling execution of the sale deed.

11. Despite this, the plaintiff did not take any steps for enforcement of the agreement within a reasonable time. He remained silent for more than five years and ultimately filed the suit on 17.04.2014. Such prolonged inaction, in the considered view of this Court, is wholly inconsistent with the conduct expected of a party seeking equitable relief of specific performance. The explanation sought to be furnished on the basis of alleged oral dates fixed in January and February 2014 has rightly



been disbelieved by the Courts below, particularly when no independent evidence has been led to substantiate the same.

12. It is also significant that the plaintiff chose not to seek enforcement of the subsequent agreement dated 13.01.2009, despite the same having been admitted by the defendants. The existence of two agreements and the conduct of the plaintiff in selectively relying upon one while ignoring the other further casts doubt on his bona fides.

13. The contention regarding limitation also does not advance the case of the appellant. Even in cases where no specific date is fixed, the plaintiff is required to act within a reasonable time from the date when performance becomes possible. In the present case, once mutation was sanctioned in 2009, the plaintiff was expected to act with due diligence. Filing of the suit after a lapse of more than five years cannot be said to be within a reasonable period so as to entitle him to discretionary relief.

14. Both the Courts below have, thus, concurrently held that the plaintiff failed to establish his readiness and willingness and that his conduct dis-entitles him from the relief of specific performance. These findings are based on proper appreciation of evidence and correct application of law. The same cannot be said to be perverse or suffering from any illegality so as to warrant interference in exercise of jurisdiction under Section 100 CPC.

15. No substantial question of law arises for consideration in the present appeal. Accordingly, the present Regular Second Appeal is dismissed. No order as to costs. Pending applications, if any, also stand disposed of.

(DEEPAK GUPTA)
JUDGE

April 20, 2026

Neetika Tuteja

Whether Speaking/reasoned	Yes/No
Whether Reportable	Yes/No