



**IN THE HIGH COURT OF HIMACHAL PRADESH AT  
SHIMLA**

**RFA No. 234 of 2013**

**Reserved on: 03.03.2026**

**Date of decision: 31.03.2026**

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Kaushalya Devi. ....Appellant.  
Versus  
Suini (since deceased through her LRs). .....Respondent.

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*Coram*

**The Hon'ble Mr. Justice Sushil Kukreja, Judge.**

<sup>1</sup> *Whether approved for reporting?* Yes.

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For the appellant: Mr. Anand Sharma, Senior  
Advocate, with Mr. Karan  
Sharma, Advocate.

For respondents No. 1(a),  
1(b), 1(d) & 1(e): Mr. Mohammad Aamir,  
Advocate.

For respondents No. 1(c)(i)  
& 1(c)(ii): Mr. Neeraj Sharma, Advocate,  
vice Mr. Vipin Bhatia, Advocate.

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**Sushil Kukreja, Judge.**

The instant appeal has been preferred by appellant-Smt. Kaushalya Devi, who was plaintiff before the learned Trial Court (hereinafter referred to as "the plaintiff") under Section 96 CPC, against judgment, dated 02.01.2013, passed by learned District Judge, Solan, District Solan, H.P. (hereinafter referred to as "the learned Trial Court"), whereby

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<sup>1</sup> *Whether reporters of Local Papers may be allowed to see the judgment?*

civil suit filed by her was dismissed.

2. The brief facts of the case are that plaintiff filed a suit before the learned Trial Court seeking decree of specific performance of agreement, dated 17.07.2008, directing the defendant-Smt. Suini to execute the sale deed of the land comprised in khata/khatauni No. 1 min/5, katas 14, to the extent of 1/5<sup>th</sup> share, which comes to 5-13 bighas, out of total 28-6 bighas, situated in Mauza Mangoti, pargana Basal, Tehsil Kasauli, District Solan, H.P. (hereinafter referred to as "the suit land") in her favour on receipt of balance sale consideration with consequential relief of permanent prohibitory injunction. Alternatively, the plaintiff sought refund of earnest money of Rs.8,00,000/- alongwith interest from the defendant.

2(a). As per the plaintiff, the defendant was owner-in-possession of the land comprised in khata/khatauni No. 1 min/4, katas 14, to the extent of 1/5<sup>th</sup> share, which comes to 5-13 bighas, out of total 28-6 bighas, situated in Mauza Mangoti, pargana Basal, Tehsil Kasauli, District Solan, H.P. On 17.07.2008, the defendant entered into an agreement with the plaintiff to sell the suit land to her for a total consideration of Rs.11,00,000/-, out of which defendant had

received Rs.8,00,000/- from the plaintiff, as earnest money, and the balance was agreed to be paid at the time of execution and registration of the sale deed, which was to be executed, as and when revenue papers were completed by the defendant. As per the plaintiff, defendant had executed general power of attorney in favour of the plaintiff on 21.07.2008 qua the suit land alongwith an affidavit undertaking therein not to revoke/cancel the said general power of attorney, but the defendant cancelled/revoked the said power of attorney without any legal basis. Despite the repeated requests of the plaintiff, the defendant did not execute the sale-deed and avoided it on one pretext or other. Thus, the defendant failed to perform her part of the agreement and ultimately plaintiff was compelled to issue her notice, dated 01.12.2008, to execute sale-deed in the office of Sub Registrar, Kasauli, District Solan, on 23.12.2008. On 23.12.2008 the plaintiff, alongwith the balance sale consideration amount, went to the aforesaid office, but the defendant did not turn up to execute the sale deed.

2(b). The defendant contested the suit by filing written statement admitting that she was owner-in-possession of the suit land, but she denied that she entered into an agreement

with the plaintiff for sale of the suit land for Rs.11,00,000/-.

The defendant also denied that the plaintiff had paid her Rs.8,00,000/- and balance of Rs.3,00,000/- was agreed to be paid to her at the time of the execution of the sale-deed. She also denied execution of general power of attorney by her and the execution of any affidavit in favour of the plaintiff. As per the defendant, the alleged agreement of sale was forged and fabricated, which was never executed by her and the same had been manipulated and fabricated by the plaintiff alongwith her husband Prem Singh, Shyam Sunder and Prem Singh, who was son of defendant, had active connivance with the plaintiff. Defendant was 75 years old lady, illiterate, innocent and rustic villager and the plaintiff alongwith with her husband and Shyam Sunder had formed a group and associated with the property dealer for grabbing the property.

2(c). The defendant also averred that the plaintiff alongwith her husband and Shyam Sunder approached and roped in Prem Singh, one of the sons of the defendant in their group, who approached and advised her to get her properties in village Mangoti partitioned and persuaded her to appoint him her attorney and the defendant, being an

innocent lady totally dependent upon her son, agreed to appoint Prem Singh as her attorney qua her property. On 21.07.2008 said Prem Singh, in collusion with the plaintiff and her husband Prem Singh and their other associates, prepared some documents under the pretext of general power of attorney and, as per their plan, obtained the signatures of the defendant on several papers and documents.

2(d). Later on, Bhag Singh, eldest son of the defendant, visited her and she told him that she had appointed Prem Singh as her attorney, on which Bhag Singh became suspicious and made inquiry from Prem Singh and came to know about the evil plan and fraudulent tactics of the plaintiff and others. Bhag Singh alongwith the defendant immediately went to Tehsil Office, Kasauli and got cancelled/revoked her general power of attorney, dated 21.07.2008. As per the defendant, as the alleged agreement was forged and fabricated document, the same was not binding upon her and no agreement for sale was executed by her in favour of the plaintiff, therefore, no question of execution of sale-deed arose. Defendant further averred that she could not sell and plaintiff could not purchase the suit

land owing to specific legal bar on sale of the suit property, including her (defendant's) share for a period of ten years, i.e., from the year 2006, as such there was no question of her entering into an agreement with the plaintiff. Lastly, the defendant sought dismissal of the suit.

3. The plaintiff filed replication, wherein she refuted the stand taken by the defendant and reiterated her claim. On 05.11.2009 and 12.10.2012 the learned Trial Court framed the following issues:

1. Whether the plaintiff is entitled for a decree of specific performance of the contract/agreement dated 17.07.2008? OPP

1-A Whether the plaintiff is entitled for recovery of the earnest money in alternative? OPP

2. Whether the plaintiff is entitled for a decree of permanent prohibitory injunction as prayed for? OPD

3. Whether the suit is not maintainable? OPD

4. Whether the plaintiff has no cause of action to file the present suit? OPD

5. Whether the plaint is not properly verified? OPD

6. Relief.”

4. After deciding issues No. 1, 1(A) and 2 against

the plaintiff, issues No. 3 and 4 in favour of the defendant and issue No. 5 against the defendant, the suit of the plaintiff was dismissed with costs.

5. The plaintiff feeling aggrieved with the impugned judgment preferred the instant appeal under Section 96 of CPC for setting aside judgment and decree, dated 02.01.2013, passed by the learned Trial Court, with a prayer to quash and set-aside the same while allowing the instant appeal.

6. The instant appeal was admitted for hearing on 02.04.2013.

7. Learned Senior Counsel for the appellant contended that the learned Trial Court had erred in holding that the agreement, dated 17.07.2008, has not been proved on record. He further contended that there is not an iota of evidence, oral as well as documentary, which may show that the agreement was entered in a forged manner and the same was fabricated. He also contended that the Power of Attorney Ex. PW-1/D, executed by the defendant in favour of the plaintiff has been duly registered before the competent authority and it cannot be said to be fabricated in any manner whatsoever. He further contended that there is

no evidence on record that Prem Singh, son of the defendant, had used undue influence at the time of the execution of the documents.

8. On the other hand learned counsel/vice counsel for respondents No. 1(a), 1(b) and 1(e) and respondents No. 1(c)(i) and 1(c)(ii) supported the impugned judgment and decree passed by the learned Trial Court. They contended that the impugned judgment and decree are the result of proper appreciation of facts and law and the same does not need any interference.

9. I have heard the learned Senior Counsel and learned counsel/vice counsel for the respective parties and carefully scrutinized the entire records.

10. The first question which arises for consideration before this Court is as to whether the plaintiff has established that defendant had entered into an agreement to sell with her, whereby she had agreed to sell the suit land in her favour for a sale consideration of Rs.11,00,000/- and out of which the defendant had received Rs.8,00,000/- from her as earnest money and the balance amount was agreed to be paid at the time of the execution and registration of the sale deed. It is an admitted fact that the defendant is the owner-

in-possession of the suit land to the extent of 1/5<sup>th</sup> share, which fact is also established on perusal of the copy of *jamabandi* for the year 2004-2005, Ex. PW-1/B. The plea of the defendant is that the agreement dated 21.07.2008 is forged and fabricated document, which has been procured by the plaintiff in connivance with her husband, witnesses as well as Prem Singh, who is the son of the defendant. Although, the plaintiff herself has not appeared in the witness-box, but her husband had appeared in the witness-box as PW-1, being her power of attorney. In his deposition before the Court he categorically stated that the defendant had agreed to execute agreement, Ex.PW-1/C in favour of the plaintiff for the sale of suit land for a consideration of Rs.11,00,000/- and thereafter the defendant had also executed power of attorney, Ex. PW-1/D, in favour of the plaintiff on 21.07.2008 alongwith affidavit, Ex.PW-1/N, undertaking therein not to revoke the power of attorney, but later on the power of attorney was revoked/cancelled by the defendant.

11. The plaintiff had also examined Shri Shyam Sunder, who appeared in the witness-box as PW-5. He categorically deposed that on 17.07.2008 the defendant had

executed agreement, Ex. PW-1/C, in his presence for the sale of the suit land in favour of the plaintiff for a consideration of Rs.11,00,000/- out of which a sum of Rs.8,00,000/- was paid to the defendant. He further deposed that the contents of the agreement were read-over and explained to the defendant by him and at that time Prem Singh, who is the son of the defendant, was accompanying her and thereafter the agreement was signed by the plaintiff as well as by the defendant and the witnesses, including himself. He was cross-examined at length by the defendant, however, nothing favourable could be elicited from his lengthy cross-examination.

12. On the other hand, defendant-Suini appeared in the witness-box as DW-1 and she tendered in evidence her affidavit, Ex.DW/1A, in which she had reiterated almost all the averments as made by her in her written statement. She was cross-examined at length and in her cross-examination, she had not disputed the execution of the agreement as well as other supporting documents and admitted her signatures on the same but as per her version such signatures were obtained from her by her son in connivance with the plaintiff, her husband and Shyam Sunder under the pretext of

execution of power of attorney. However, there is no evidence on record that Prem Singh, the son of the defendant had used any undue influence at the time of the execution of these documents. From her cross-examination it appears that in order to wriggle out from the agreement, she had improved her version by stating the facts which have neither been pleaded nor have been proved. The perusal of the record further reveals that the stamp paper was purchased by the defendant herself and it was duly signed before the vendor and she had not denied her signatures in any manner.

13. Shri Bhag Singh, eldest son of the defendant, appeared in the witness-box as DW-2 and filed his affidavit, Ex. PDW-2/A, by way of evidence, in which he deposed that in the first week of October, 2008 he was told by his mother that his younger brother, Shri Prem Singh, had got executed a power of attorney from her regarding her properties in village Mangoti and thereafter it came to his notice that the plaintiff and her associates in connivance with his brother Shri Prem Singh has obtained the signatures of his mother at Kasauli on 21.07.2008 on various papers and documents under the pretext of power of attorney in favour of Shri Prem

Singh and later on had fabricated the alleged agreement thereon, which is a forged, fabricated and manipulated document.

14. DW-3 Shri Prem Dutt had filed his affidavit, Ex. DW-3/A, by way of evidence, in which he has stated that on 21.07.2008 he had gone to Kasauli for his personal work where he met the defendant, who was accompanied by her younger son Prem Singh and they were going to Tehsil Office, Kasauli and outside the Tehsil Office some persons met his cousin brother Prem Singh. On being enquired, he came to know that those persons were getting some documents typed from the Document Writer sitting in the Tehsil premises and signatures of Smt. Suini were obtained by the aforesaid persons on several sheets of paper and in his presence there was no discussion regarding any sale agreement to be executed by the defendant.

15. I have gone through the statements of DW 2 as well as DW-3 minutely and in my opinion no credence can be attached to their testimonies, as from their cross-examination, it is manifest that their statements are nothing but based on falsehoods in order to help the defendant to wriggle out from the agreement to sell.

16. The perusal of agreement, Ex. PW-1/C, reveals that it bears the signatures of the plaintiff as well as the defendant and also the signatures of the witnesses, namely, Shyam Sunder, Sant Ram as well as Prem Singh, who is admittedly son of the defendant. Thus, from the perusal of the entire evidence on record it has been duly proved that defendant had executed agreement to sell on 17.07.2008 with the plaintiff, whereby she had agreed to sell the suit land in favour of the defendant for a consideration of Rs.11,00,000/- out of which a sum of Rs.8,00,000/- was received by her as earnest money and the balance sale consideration was agreed to be paid at the time of the execution of the sale deed.

17. Now, the next question which arises for consideration is as to whether the power of attorney Ex.PW-1/D, executed by the defendant in favour of the plaintiff is forged document, as alleged by the defendant.

18. So far as the execution of power of attorney is concerned, in the case reported as ***State of Rajasthan v. Basant Nahata, (2005) 12 SCC 77***, the Hon'ble Apex Court held as follows :

***"13. A grant of power of attorney is essentially governed by Chapter X of the Contract Act. By reason of a deed of***

*power of attorney, an agent is formally appointed to act for the principal in one transaction or a series of transactions or to manage the affairs of the principal generally conferring necessary authority upon another person. A deed of power of attorney is executed by the principal in favour of the agent. The agent derives a right to use his name and all acts, deeds and things done by him and subject to the limitations contained in the said deed, the same shall be read as if done by the donor. A power of attorney is, as is well known, a document of convenience.*

14. *Besides the Contract Act, the Powers-of-Attorney Act, 1882 deals with the subject. Section 1-A of the Powers-of-Attorney Act defines power of attorney to include any instruments empowering a specified person to act for and in the name of the person executing it. Section 2 of the said Act reads, thus:*

*“2. Execution under power of attorney.—The donee of a power of attorney may, if he thinks fit, execute or do any instrument or thing in and with his own name and signature, and his own seal, where sealing is required, by the authority of the donor of the power; and every instrument and thing so executed and done, shall be as effectual in law as if it had been executed or done by the donee of the power in the name, and with the signature and seal, of the donor thereof.*

*This section applies to powers of attorney created by instruments executed either before or after this Act comes into force.”*

*Execution of a deed of power of attorney, therefore, is valid in law and subject to the provisions of the Act is not compulsorily registerable.”*

19. In so far as the registration of a document and the three essential steps with respect to the same are concerned, it would be appropriate to refer to the case titled as **Asset Reconstruction Co. (India) Ltd. v. S.P. Velayutham, (2022) 8 SCC 210**, relevant paras of which read as under:

*“53. Actually, the registration of a document comprises of three essential steps among others.*

*They are:*

*(i) execution of the document, by the*

*executants signing or affixing his left hand thumb impression;*

- (ii) presenting the document for registration and admitting to the registering authority the execution of such document; and*
- (iii) the act of registration of the document.*

**54.** *In cases where a suit for title is filed, with or without the relief of declaration that the registered document is null and void, what gets challenged, is a combination of all the aforesaid three steps in the process of execution and registration. The first of the aforesaid three steps may be challenged in a suit for declaration that the registered document is null and void, either on the ground that the executant did not have a valid title to pass on or on the ground that what was found in the document was not the signature of the executant or on the ground that the signature of the executant was obtained by fraud, coercion, etc. The second step of presentation of the document and admitting the execution of the same, may also be challenged on the very same grounds hereinabove stated. Such objections to the first and second of the aforesaid three steps are substantial and they strike at the very root of creation of the document. A challenge to the very execution of a document, is a challenge to its very DNA and any or illegality on the execution, is congenital in nature. Therefore, such a challenge, by its very nature, has to be made only before the civil court and certainly not before the writ court.*

**55.** *The third step, namely, the act of registration, is something that the registering authority is called upon to do statutorily. While the executant of the document and the person claiming under the document (claimant) are the only actors involved in the first two steps, the registering officer is the actor in the third step. Apart from the third step which is wholly in the domain of the registering authority, he may also have a role to play in the second step when a document is presented for registration and the execution thereof is admitted. The role that is assigned to the Registrar in the second step is that of verification of the identity of the person presenting the document for registration.*

**56.** *Thus, the first two steps in the process of registration are substantial in nature, with the parties to the document playing the role of the lead actors and the registering authority playing a guest role in the second step. The third step is procedural in nature where the registering authority is the lead actor.*

**57.** *In suits for declaration of title and/or suits for declaration that a registered document is null and void, all the aforesaid three steps which comprise the entire process of execution and registration come under challenge. If a party questions the very execution of a document or the right and title of a person to execute a document and present it for registration, his remedy will only be to go to the civil court."*

20. The power of attorney in the case at hand is duly registered, therefore, one is guided by the settled legal principle that a document is presumed to be genuine if the same is registered, as held by the apex Court in **Prem Singh v. Birbal 2006 (5) SCC 353**. The relevant portion of the said decision reads as below:

*“27. There is a presumption that a registered document is validly executed. A registered document, therefore, prima facie would be valid in law. The onus of proof, thus, would be on a person who leads evidence to rebut the presumption. In the instant case, defendant 1 has not been able to rebut the said presumption.”*

21. With respect to the procedure prescribed for proof of execution of document concerned, it would be appropriate to refer to case titled as as **Rattan Singh & ors. v. Nirmal Gill & Ors., (2021) 15 SCC 300**, the relevant portion of which reads as under:

*“34. Be that as it may, before examining whether the plaintiff discharged that onus and thus shifted it on the defendants, one may take note of procedure prescribed for proof of execution of document. In this regard, reference to Section 68 of the Evidence Act, 1872 (for short “the 1872 Act”) is imperative. The same is reproduced hereunder:*

*“68. Proof of execution of document required by law to be attested.—If a document is required by law to be attested, it shall not be used as evidence until one attesting witness at least has been called for the purpose of proving its execution, if there be an attesting witness alive, and subject to the process of the Court and capable of giving evidence:  
Provided that it shall not be necessary to call an attesting witness in proof of the execution of any document, not being a will, which has been registered in accordance with the provisions of the Indian Registration Act, 1908 (16 of 1908),*

***unless its execution by the person by whom it purports to have been executed is specifically denied."***

22. In the case at hand, the plaintiff has duly proved the execution of Power of attorney by the defendant in her favour and its due registration. Shri Devender Kumar Sharma, Document Writer, appeared in the witness-box as PW-2 and deposed that the power of attorney, Ex. PW-1/D, was prepared by him at the instance of the defendant Suini. He further deposed that he had read-over and explained the contents of Ex. PW-1/D to the defendant and only thereafter she had appended her signatures on the same on 21.07.2008. He also deposed that the witnesses as well as the identifier had also appended their signatures on the same, the entry of which has been reflected in the register produced by him at serial no. 427, dated 21.07.2008. He further deposed that on the register also the defendant had appended her signatures. He was cross-examined at length by the defendant, however, nothing favourable could be elicited from his lengthy cross-examination. PW-3 Shri Yogender Kumar, the then Sub Registrar, Kasauli, deposed that he got registered, power of attorney, Ex. PW-1/D, which had been executed by the defendant in favour of the plaintiff

in his presence. He further deposed that the contents of power of attorney were read-over and explained by him to the defendant and only thereafter he had registered the same. He also identified the signatures of the defendant on power of attorney, Ex. PW-1/D. He was also cross-examined at length by the defendant, however, nothing favourable could be elicited from his lengthy cross-examination. Shri Deepak Kumar, the then Registration Clerk, appeared in the witness-box as PW-4 and deposed that power of attorney, Ex. PW-1/D, was correct as per the record produced by him. The onus was upon the defendant to prove that the Power of Attorney, Ex. PW-1/D, executed by her was a forged document. However, no cogent and satisfactory evidence has been led by the defendant to prove that Power of Attorney, Ex. PW-1/D, executed by her is a forged document.

23. The perusal of power of attorney, Ex. PW-1/D, shows that it was executed by the defendant in favour of the plaintiff on 21.07.2008 and the same was prepared by PW-2 Shri Devender Kumar Sharma and signed by the defendant after its contents were read-over and explained by the Document Writer, Shri Devender Kumar Sharma, to her. Further, entry qua power of attorney had been duly reflected

in the register of the Document Writer and the witnesses as well as the identifier have also signed the same in presence of Shri Devender Kumar Sharma. Thereafter, it was registered in the office of Sub Registrar, Kasauli, in presence of the Sub Registrar and the contents of the same were read-over and explained by the Sub Registrar to the defendant. The perusal of the power of attorney further reveals that at the time of its execution, photograph had been clicked in the office of Sub Registrar in which the defendant alongwith plaintiff as well as the witnesses, i.e., Prem Singh and Prem Dutt are visible alongwith their finger prints and signatures and the same have been attested by the Sub Registrar. Therefore, in view of the entire evidence on record, the plaintiff has duly proved that Power of Attorney was duly executed by the defendant in favour of the plaintiff and the contents of the power of attorney were read over and explained to the defendant and only thereafter she had put her signatures on the same and after that it was duly registered in the office of Sub Registrar. Therefore, in the absence of any satisfactory evidence on record, it does not lie in the mouth of the defendant to say that power of attorney, Ex. PW-1/D, is a fabricated document.

24. Now, the next question which arises for consideration after before this Court is whether the plaintiff is entitled for specific performance of the agreement, dated 17.07.2008 or not. The perusal of the material on record reveals that the agreement, Ex. PW-1/C, is unenforceable, being forbidden by law. Copy of jamabandi, Ex. PW-1/B, demonstrates that proprietary rights, qua the suit land, were conferred upon the defendant under the provisions of the H.P. Tenancy and Land Reforms Act, during December, 2006, as there is a note in the aforesaid jamabandi that the suit land cannot be alienated for a period of 10 (ten) years upto 2016 in any manner, whatsoever. As per Section 113 of the H.P. Tenancy and Land Reforms Act, it has been provided that no land in respect of which proprietary rights have been acquired under this Chapter shall be transferred by sale, mortgage, gift or otherwise during a period of ten years by a person from the date he acquires proprietary rights. For the sake of ready reference Section 113 of the H.P. Tenancy and Land Reforms Act is extracted hereunder:

***“113. Bar of transfer of ownership rights:- No land in respect of which proprietary rights have been acquired under this Chapter shall be transferred by sale, mortgage, gift or otherwise during a period of ten years by a person from the date he acquires proprietary rights.”***

*[Provided that nothing contained in sub-section (1) shall apply to the transfer of land made for a productive purpose with the prior permission of the State Government in a prescribed manner:]*

*Provided further that nothing in this sub-section shall apply to the land mortgaged with the Co-operative Societies established under the Himachal Pradesh Co-operative Societies Act, 1968, (3 of 1969), or with a [Bank].*

*(2) Any transfer of land made in contravention of sub-section (1) shall be void and no registering authority shall register any document evidencing such transfer under the Indian Registration Act, 1908."*

25. Thus, there is a specific bar for sale of the suit land in respect of which proprietary rights have been acquired for 10 years. Therefore, in view of the provisions of Section 113 of the H.P. Tenancy and Land Reforms Act, agreement, Ex.PW-1/C, has been executed in violation of Section 113 of the aforesaid Act, as the suit land could not have been alienated upto the year 2016 by the plaintiff in any manner, whatsoever. Since, the agreement has been executed on 17.07.2008 within a period of two years from the date of conferment of proprietary rights under the H.P. Tenancy and Land Reforms Act, upon the defendant, accordingly, said agreement, Ex. PW-1/C, being forbidden by law cannot be said to be capable of being specifically enforced.

26. Now, the last question which arises for consideration is as to what relief the plaintiff is entitled for. As per my discussion supra, it has been proved on record that agreement, Ex.PW-1/C, has been duly executed by the defendant in favour of the plaintiff for the sale of the suit land for a consideration of Rs.11,00,000/- and it has also been proved on record that the defendant had received Rs.8,00,000/- from the plaintiff, as earnest money. Since the agreement to sell dated 17.07.2008 cannot be specifically enforced, being forbidden by law, the decree for specific performance of the contract/agreement, dated 17.07.2008 cannot be granted in favour of the plaintiff. However, as it has been proved on record that the defendant had received earnest money in the sum of Rs.8,00,000/- from the plaintiff at the time of the execution of agreement, Ex. PW-1/C, therefore, the plaintiff is entitled for the refund of the same alongwith interest @ 6% per annum from the date of filing of the suit till its realization.

27. In view of what has been discussed hereinabove, the appeal is allowed and the impugned judgment and decree passed by the learned Trial Court are set-aside. The plaintiff is held entitled to refund of the earnest money paid

by her to the defendant, in the sum of Rs.8,00,000/-  
alongwith interest @ 6% per annum from the date of filing of  
the suit till its realization.

28. The appeal stands disposed of in the above  
terms, so also pending application(s), if any.

( **Sushil Kukreja** )  
**Judge**

**31<sup>st</sup> March, 2026**  
(*virender*)

High Court of H.P.