



2026:CGHC:10275

NAFR

HIGH COURT OF CHHATTISGARH AT BILASPUR

SA No. 458 of 2022

Nand Kumar Patel S/o Trilochan Patel Aged About 27 Years R/o Village Jamhar, Post Bhithidih, Police Station And Tahsil Pithora, District Mahasamund Chhattisgarh

... Appellant

versus

Bharatlal S/o Mohnu Aged About 37 Years R/o Village And Post Ganjar, Police Station And Tahsil Bagbahra, District Mahasamund Chhattisgarh

... Respondent

(Cause title taken from CIS)

For Appellant : Mr. Sandeep Patel, Advocate.

Hon'ble Shri Bibhu Datta Guru, Judge

Judgment on Board

27.02.2026

- By the present appeal under Section 100 of the CPC, the appellant/plaintiff challenging the impugned judgment and decree dated 12.07.2022 passed by the learned 1st Additional District Judge, District Mahasamund, C.G. in Civil Appeal No.H-01B/2018, (*Bharatlal Vs. Nand Kumar Patel*) arising out of the judgment and decree dated 28.04.2018 passed by the learned 2nd Civil Judge, Class-II, Mahasamund C.G. in Civil Case No.02B/2017 (*Nandkumar Patel Vs. Bharatlal*) whereby the learned appellate

Court reversed the judgment and decree passed by the learned trial Court. For the sake of convenience, the parties would be referred as per their status before the learned trial Court.

2. The plaintiffs filed a suit for recovery of the advance amount of ₹2,00,000 (Two Lakhs Rupees), which was paid under a sale agreement dated 06.08.2015 executed with the defendant, pleading *inter alia* that the agricultural land owned and possessed by the defendant is situated at Village Ganjhar, P.H. No. 50, R.N.M. Komakhan, Tehsil Bagbahara, District Mahasamund. The total land bearing Khasra No. 3, admeasuring 2.59 hectares, was agreed to be sold by the defendant to the plaintiff at the rate of ₹3,30,000 (Three Lakhs Thirty Thousand Rupees) per acre. Towards this transaction, the defendant received an advance amount of ₹2,00,000 (Two Lakhs Rupees) from the plaintiff and executed an agreement (Ikrarnama) in favor of the plaintiff on 06.08.2015 in the presence of witnesses. The plaintiff repeatedly requested the defendant orally to execute and register the sale deed, but the defendant kept postponing the matter by one or other pretext. The plaintiff also sent a registered legal notice through his advocate. Despite this, the defendant neither executed nor registered the sale deed, nor replied to the notice, nor returned the advance amount. Therefore, the present suit has been filed for recovery of the advance amount of ₹2,00,000 (Two Lakhs Rupees).

3. Defendant submitted his written statement and denied the plaint averments. He submitted that in the year 2015, a land broker namely Bhagirathi Kandra, son of Guhan Kandra, contacted the defendant and made oral inquiries regarding the sale and purchase of land. In response, the defendant had oral discussions with the said broker about selling his land, during which there were verbal negotiations to sell the land at a price between ₹3,00,000 to ₹4,00,000 per acre. At that time, the plaintiff was not present, nor did the plaintiff ever directly contact the defendant regarding the sale of the land, nor was there any direct conversation or refusal between them. The defendant submitted that he saw the plaintiff for the first time when the plaintiff appeared in Court on the date of hearing in this case, and the defendant was also present in Court for appearance. Prior to that, there had never been any direct meeting between the defendant and the plaintiff.
4. After appreciating the evidence available on record and after framing the issues, the learned trial Court by the judgment and decree, allowed the suit of the plaintiff observing that between the plaintiff and the defendant there was an agreement for sale in respect of the agricultural land owned and possessed by the defendant, situated at Village Ganjar, P.H. No. 50, R.N.M. Komakhan, Tehsil Bagbahara, District Mahasamund, comprising Khasra No. 3, total area 2.59 hectares. The defendant agreed to sell the entire said land to the plaintiff at the rate of ₹3,30,000 (Rupees

Three Lakhs Thirty Thousand) per acre. Towards the said transaction, the defendant received an advance amount of ₹2,00,000 (Rupees Two Lakhs) in cash from the plaintiff on 06.08.2015, and executed an agreement (Ikrarnama) in favour of the plaintiff in the presence of witnesses. The defendant has breached the said agreement. Therefore, the plaintiff has proved his claim for recovery of the earnest money along with interest on the preponderance of probabilities. The trial Court further directed the defendant to return the advance of ₹2,00,000 along with interest @ 6% per annum within three months.

5. Aggrieved by the judgment and decree passed by the learned trial Court, the defendant preferred Civil Appeal before the learned First Appellate Court. By the impugned judgment and decree, the appellate Court, reversed the findings of the Trial Court and allowed the appeal filed by the defendant by holding that in the plaint, the plaintiff alleged that a sale agreement dated 06.08.2015 had been executed. However, during cross-examination before the trial court, plaintiff admitted that the affidavit did not mention the date of payment of the money. A similar admission was made by Rameshwar Patel (P.W.-2) in paragraph 06 of his cross-examination before the trial court. Before the trial court, the defendant denied his signature on the agreement document (Ex.P-1) and contended that he had not executed any agreement with the plaintiff. During cross-examination before the trial court, plaintiff stated that the land transaction was settled at Ganjar,

whereas Rameshwar Patel (P.W.-2), in paragraph 04 of his cross-examination, stated that the land deal was finalized at Bagbahara. Thus, the statements of these two witnesses regarding the place where the transaction took place are contradictory in nature. The plaintiff did not produce any evidence or document to establish that he made any effort to get the registered sale deed executed in accordance with the agreement (Exhibit P-01). As per the legal notice (Exhibit P-02) submitted before the trial court, the plaintiff directly issued a notice to the defendant seeking recovery of ₹2,00,000/-. Hence, it is not proved that the plaintiff was ready and willing to get the sale deed registered as per the agreement (Exhibit P-1), nor is it proved that the appellant/defendant breached the sale agreement. Since the respondent/plaintiff failed to duly prove the agreement (Exhibit P-1) before the trial court and also failed to duly prove the fact of payment of ₹2,00,000/- as earnest money to the defendant, the plaintiff is not entitled to recover ₹2,00,000/- or any interest thereon from the defendant in any manner.

6. Learned counsel for the appellant would submit that the judgment and decree passed by the learned First Appellate Court are bad in law, perverse and erroneous, and are liable to be set aside. It is contended that the learned appellate Court was not justified in reversing the well-reasoned findings and the judgment and decree passed by the Trial Court without proper appreciation of the evidence on record. The impugned judgment suffers from serious

infirmities inasmuch as the learned appellate Court has misread and misappreciated the documentary and oral evidence available on record.

7. I have heard learned counsel for the appellant, perused the material available on record.
8. On perusal of the record, this Court finds no merit in the present second appeal. The findings recorded by the First Appellate Court are based on proper appreciation of oral and documentary evidence and do not give rise to any substantial question of law. The First Appellate Court has rightly held after considering the evidence on record, that the plaintiff alleged execution of a sale agreement dated 06.08.2015; however, he admitted in cross-examination that his affidavit did not mention the date of payment of the alleged earnest money. A similar admission was made by P.W.-2 Rameshwar Patel. Apart from that, the defendant denied his signature on alleged agreement Ex.P-1 and denied execution of any agreement. The statements of the plaintiff and P.W.-2 are contradictory regarding the place of transaction, which creates serious doubt about the plaintiff's version. Further, the plaintiff failed to prove due execution of the agreement or payment of ₹2,00,000/- as earnest money. No evidence was produced to show that he was ready and willing to get the sale deed registered; instead, he directly sought recovery of the amount through legal notice (Ex.P-2). Therefore, the plaintiff has failed to

discharge the burden of proof and is not entitled to recovery of ₹2,00,000/- or any interest thereon.

9. The conclusions reached by the First Appellate Court are neither perverse nor contrary to law and are based on proper appreciation of evidence. No substantial question of law arises for consideration in this second appeal.
10. Even otherwise, the scope of interference in a Second Appeal under Section 100 of the Code of Civil Procedure is extremely limited. Interference is permissible only when the appeal involves a substantial question of law. The findings of fact recorded by the first appellate Court cannot be interfered with unless such findings is shown to be perverse, based on no evidence, or contrary to settled principles of law. The questions sought to be raised in the present Second Appeal does not give rise to any substantial question of law within the meaning of Section 100 of the Code of Civil Procedure.
11. It is well established that when there is a finding of fact, unless it is found to be perverse, the Court should not ordinarily interfere with the said finding.
12. Be that as it may, the argument advanced by learned counsel for the appellant and the proposed question of law cannot be regarded as satisfying the test of being 'substantial question of law' within the meaning of Section 100 of CPC. These questions, in my view, are essentially question of facts. The appellant failed to raise any substantial question of law which is required under

Section 100 of the CPC in. In any event, the Second Appeal did not involve any substantial question of law as contemplated under Section 100 of the CPC, no case is made out by the appellant herein. The impugned judgment and decree passed by the learned First Appellate Court are just and proper and there is no illegality and infirmity at all.

13. Accordingly, the present appeal is liable to be and is hereby **dismissed**.

SD/-

(Bibhu Datta Guru)
Judge

Gwori/
Amardeep