

Sankalp Gupta and others Vs. Hand Corner Stone LLP

**CMP(M) No.1431 of 2025
in FAO(OS) No.34361 of 2025**

**Item No. (D-8)
12.08.2025**

Present: Mr. Adarsh Kumar Vashista, Advocate, for the appellant/defendant.

Inter alia contends that the learned Single Judge had not taken into consideration the fact of the agreements to sell which had been executed between the parties as such and had not been acted upon by the plaintiff-respondent. Accordingly, notice dated 15.11.2024 had been sent to come forward and purchase the land by 16.12.2024, failing which the agreement would stand terminated.

2. It is only thereafter notice dated 27.12.2024 was served that the appellant/defendant as such had failed to execute the registered sale deed of the agreement to sell and resultantly, the suit was filed on 07.04.2025.

3. It is thus contended that the stand of the present appellant was that the steps have not been taken for grant of permission under Section 118 of the Himachal Pradesh Tenancy and Land Reforms Act within the prescribed period and only on account of giving the earnest money as such, the appellant-defendant could not curtail the rights to sell the property which has been done by the learned Single Judge while passing the injunction order on 23.05.2025.

4. Thus, the case of the counsel for the appellant is that the specific stand was taken that the legal notice has been served upon the plaintiffs as such, which aspect has not been adverted to by the learned Single Judge. Accordingly, it is contended that in such circumstances, the issue that would remain to be decided as such would be as to whether the amount is liable to be refunded or not on account of the plaintiff not being ready and willing to execute the agreement or to act upon the agreement.
5. Issue notice to the respondent, returnable within four weeks, on taking steps within one week.
6. List on **23.09.2025**.

(G.S. Sandhawalia)
Chief Justice

(Ranjan Sharma)
Judge

12th August, 2025
(munish thakur)