

IN THE SUPREME COURT OF INDIA

CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NO(S).....OF 2025
[ARISING FROM SLP (C) NO. OF 2025
@ DIARY NO(S).49737/2024]

UTTAM KUMAR VYAPARI

...APPELLANT(S)

VERSUS

GEETA RAI & ORS.

...RESPONDENT(S)

O R D E R

1. Delay condoned.
2. Leave granted.
3. The instant appeal has been preferred by the plaintiff-appellant against the judgment dated 09.07.2024 passed by the High Court of Chhattisgarh in First Appeal No. 9 of 2014, whereby the High Court dismissed the appellant's first appeal and upheld the order of the Trial Court.
4. Brief facts of the case are that an agreement to sale dated 18.10.2003 was executed between the plaintiff-appellant and defendant no. 1/respondent in respect of suit land bearing Kh. No. 393, Area 0.70 R.A. situated at village Chathirma, Tahsil Ambikapur, District Surguja, Chhattisgarh for sale consideration of Rs. 80,000/-. In pursuance to the agreement to sale, the said amount of Rs. 80,000/- was paid by the appellant to the respondent.
5. Since the suit land was a land given to the defendant no. 1/respondent on patta under Rehabilitation Scheme, a permission from the Collector was required. Therefore, the

defendant no. 1 stated that he will execute the sale deed after obtaining the required permission and he filed an application for seeking permission before the Collector on the same day itself, i.e. on 18.10.2003. It is alleged by the appellant that, later on, the defendant no. 1 filed an application before the Tahsildar to reject his application for permission.

6. As per the appellant, since defendant no. 1 had basically denied to perform his part of the contract and execute sale deed, he filed a suit seeking specific performance.
7. The defendant, on the other hand, in his written statement, had claimed that he had received Rs. 75,000/- from the plaintiff but the Collector did not give permission to sell his land and ever since then, the plaintiff has been trying to grab his land forcefully.
8. The Trial Court, *vide* order dated 17.12.2013, dismissed the appellant's suit holding that even though the agreement to sale dated 18.10.2003 was executed and an amount of Rs. 80,000/- was also paid as consideration but, since the application for permission is still pending, therefore, the suit is premature as no cause of action has arisen yet. Accordingly, no decree for specific performance of contract and permanent injunction could have been granted.
9. Aggrieved by the order of the Trial Court, the first appeal was filed before the High Court by the appellant. The High Court, *vide* the impugned order, held that the plaintiff is not entitled to decree of specific performance or decree of possession of the land as he is not the owner of the suit land and upheld the order passed by the Trial Court. It was observed that it is

clear that the suit land is a government land which was given to the defendant no. 1 by the State Government on lease and it is undisputed that the application for permission to sell is pending before the Collector.

10. Aggrieved by the impugned order, the appellant is before us.
11. We have heard learned counsel for the parties.
12. While issuing the notice in the matter on 08.11.2024, we had made it clear that we are not inclined to consider the prayer for decree of specific performance and, accordingly, notice was issued limited to the question of refund of advance amount as the finding of both the Courts is that the advance amount had been received by the respondent.
13. As such, in the facts and circumstances of the case, we are not inclined to grant a decree of specific performance. However, in the interest of justice, it would be appropriate that the advance amount may be returned to the plaintiff-appellant along with suitable additions.
14. Considering that the appellant had paid an advance amount of Rs. 80,000/- to the respondent in 2003, we feel that today when almost 22 years have passed since, an amount of Rs. 15,00,000/- (Rupees Fifteen lakhs only) would be a fair amount to balance the interest of both the parties and ensure equity. The respondent would pay Rs.15 lakhs to the appellant.
15. Accordingly, the appeal is allowed to the above extent. The respondent no. 1 is directed to pay the said amount of Rs. 15,00,000/- (Rupees Fifteen Lakhs only) within a period of three months from the date of this order in the form of three

equated monthly installments of Rs. 5 lakhs each. The first instalment to be paid on or before 1st May, 2025. Second and third instalment to be paid on or before 1st June, 2025 and 1st July, 2025 respectively.

16. Pending application(s), if any, shall stand disposed of.

.....**J.**
(VIKRAM NATH)

.....**J.**
(K.V. VISWANATHAN)

NEW DELHI;
APRIL 01, 2025.