In the High Court of Punjab and Haryana at Chandigarh

CR-1002-2015
Date of decision: 11.03.2015

SAIMUNA BEGUM AND ANR **.....Petitioners**

Versus

KASIM KHAN **.....Respondent**

CORAM: HON'BLE MRS. JUSTICE SABINA

Present: Mr.Kunal Dawar,Advocate
for the petitioners

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SABINA, J.

Petitioners have filed suit for permanent injunction. Along with the suit, petitioners filed an application under Order 39 Rules 1 and 2 of the Code of Civil Procedure, 1908 (`CPC' for short) for interim injunction.

Respondent along with his written statement filed counter claim to the effect that the sale deed dated 10.11.2009 and lease deed dated 10.11.2009 with regard to 8 kanals of land out of the said property be set aside.

Trial Court vide order dated 3.3.2014 (Annexure P2) directed the parties to maintain status quo as it existed on that day. It

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was further directed that no third party rights shall be created by the either party. The said order was challenged by respondent by filing an appeal. Appellate Court vide impugned order dated 25.11.2014 (Annexure P1) allowed the appeal and set aside the order passed by the trial Court.

I have heard the learned counsel for the petitioners and have gone through the record available on the file carefully.

It has been noticed by the trial Court that plaintiff No.1 had purchased suit land from Arun Kumar vide sale deed dated 10.11.2009. Lease deed was executed in favour of plaintiff No.2 for 30 years on 10.11.2009. Mutations were sanctioned in their favour. However, the defendant had purchased the property vide sale deed dated 10.1.2012 and his vendor had purchased the suit property from Arun Kumar vide sale deed dated 5.5.2009. Thus, the sale deed/lease deed executed in favour of the vendor of the defendant by Arun Kumar was prior to the execution of the sale deed/lease deed in favour of plaintiffs . Defendant had purchased 8 kanals of land out of the suit property. Since, 8 kanals of land had already been sold by Arun Kumar to the vendor of the defendant prior to the execution of the sale deed/lease deed in favour of plaintiffs, the learned Appellate Court rightly held that the plaintiffs had no, prima facie, case in their favour qua 8 kanals of land as Arun Kumar was no longer owner of the suit land at the time of the execution of the sale deed/lease deed in favour of the plaintiffs. In the facts and circumstances of the present case, impugned order dated 25.11.2013 (Annexure P1) does not suffer from the vice of illegality

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and calls for no interference.

Dismissed.

(SABINA)
JUDGE

March 11,2014

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