

CR No.107 of 2015

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**IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH**

**CR No.107 of 2015
Date of decision:08.01.2015**

Jit Raj

...Petitioner

Versus

Sukhwinder Kaur

...Respondent

CORAM: Hon'ble Mr. Justice Rakesh Kumar Jain

Present: Mr. Abhinav Gupta, Advocate,
for the petitioner.

Rakesh Kumar Jain, J.

The petitioner is aggrieved against the order of the lower Appellate Court dated 26.09.2014 by which order of the trial Court dated 07.02.2014 declining *ad interim* injunction to the respondent-plaintiff has been set aside.

In short, the plaintiff filed the suit for specific performance of an agreement to sell dated 11.08.1997 in regard to land measuring 02 kanal 10 marlas for which the total sale consideration was fixed at ₹12,00,000/-. It is alleged that the total sale consideration was paid at the time of agreement and before executing the agreement, the plaintiff had executed registered General Power of Attorney No.4836 dated 11.08.1997 in favour of the husband of the plaintiff, namely, Balbir Raj for the purpose of getting the sale deed executed and registered. It is further alleged that since the

defendant did not come forward to execute the sale deed, therefore, the suit was filed and as the defendant threatened the plaintiff that he would further alienate the suit property, an application for temporary injunction was also filed which was dismissed by the trial Court on the ground that the plaintiff had failed to give satisfactory explanation as to in what circumstances the blank signed documents came into existence. However, the lower Appellate Court, while reversing the order of the trial Court, has made the following observations:-

“7. By going through the file, it revealed that the plaintiff has alleged that the defendant agreed to sell the suit property for a total sale consideration of Rs.12 lacs and power of attorney had been given in favour of Balbir Raj, husband of the plaintiff. On the other hand, the case of the defendant is that at the time of family settlement, blank stamp paper was signed by Jit Raj, defendant which was afterwards converted by the plaintiff into an agreement to sell. Once the defendant had admitted his signatures on the document, so whether it was signed on blank stamp paper or the defendant executed the same after receiving the total sale consideration of Rs.12 lacs. It can only be decided after leading of evidence by both the parties but at this stage, it is to preserve the property and to avoid multiplicity of litigation, strong *prima facie* case lies in favour of the plaintiff. The balance of

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convenience also lies in favour of the plaintiff. The plaintiff will suffer an irreparable loss in case the application is not allowed.”

Counsel for the petitioner has submitted that the lower Appellate Court has committed an error as the trial Court has rightly observed that the plaintiff had no *prima facie* case, balance of inconvenience and irreparable loss in her favour and in the absence thereof, no injunction could have been granted to her, as has been done by the lower Appellate Court.

After hearing learned counsel for the petitioner and examining the record in detail, I am of the considered opinion that there is no error in the impugned order as the observations made by the lower Appellate Court in para 7 of its order, reproduced here-in-above, are perfectly in order.

In view thereof, I do not find any merit in the present revision petition and hence, the same is hereby dismissed.

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January 08, 2015
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(**Rakesh Kumar Jain**)
Judge