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

**Civil Revision No.1522 of 2015
Date of Decision: 25.08.2015**

M/S CHHABRA LAND AND HOUSING LTD

.....Petitioner

Vs

RAJIV JAIN THROUGH LRS PAWAN JAIN AND ORS

.....Respondents

CORAM: HON'BLE MR. JUSTICE RAJ MOHAN SINGH

Present: Mr. Chandandeep Singh, Advocate
for the petitioner.

1. *Whether Reporters of local papers may be allowed to see the judgment ?*
2. *To be referred to the Reporters or not ?*
3. *Whether the judgment should be reported in the Digest?*

RAJ MOHAN SINGH, J.(Oral)

Petitioner seeks to challenge order dated 16.10.2014 (Annexue P-4) vide which application under Order 1 Rule 10 and Order 6 Rule 17 CPC for impleading Nisha Jain wife of Anil Jain as a party and for amendment of the plaint has been declined.

Learned counsel for the petitioner contends that defendant No.4 being alleged attorney of defendants No.1 to 3 entered into agreement to sell dated 18.03.2005 with the plaintiff in respect of 10 Bighas of land. Earnest amount to the tune of Rs.7 lacs at the first instance and Rs.10 lacs at the second instance were paid and target date for execution of sale deed was fixed as 05.07.2005. Sale deed dated 14.12.2009 was executed by defendants No.1 to 4 in favour of

wife of defendant No.4 namely Nisha Jain. That is how the application for impleading Nisha Jain came to be filed.

Trial Court has declined the relief on the ground that defendants No.1 to 3 never executed any agreement to sell nor they have appointed defendant No.4 as their attorney. Nisha Jain was never party to the agreement to sell nor her vendors were party to the same. Date of knowledge regarding sale deed dated 14.12.2009 is also conspicuously missing from the pleadings of the petitioner. Defendant No.4 has already been proceeded against *ex parte*. Even in the cross-examination of PW-1 Seema Chhabra, she has admitted the defendant No.4 never showed her the attorney of defendants No.1 to 3 at the time of execution of agreement to sell, nor she ever met defendants No.1 to 3 at the relevant time. Agreement to sell dated 18.03.2005 has not been signed by defendants No.1 to 3.

Apparently, a stranger to agreement to sell cannot be added particularly when there was no *lis* between Nisha Jain and petitioner.

In view of above, no ground to interfere is made out in impugned order. Consequently the same is dismissed.

August 25, 2015
Atik

(RAJ MOHAN SINGH)
JUDGE