

109

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

CR No.2397 of 2015

Date of decision: July 10, 2015

Bhupinder Singh

.....Petitioner

Versus

Surender Kumar and others

.....Respondents

CORAM: HON'BLE MRS. JUSTICE SABINA

Present: Mr. Deepak Sharma, Advocate for
Mr. Pankaj Bali, Advocate
for the petitioner.

SABINA, J

Petitioner has filed this petition challenging the order dated 03.09.2014, whereby, application moved by the petitioner under Order 1 Rule 10 of Code of Civil Procedure, 1908 ('CPC' for short), was dismissed.

Learned counsel for the petitioner has submitted that the petitioner had mortgaged the suit property to Ram Kishan and Punna Lal. The said persons were necessary to be impleaded as defendants in the suit filed by respondent No.1 for specific performance of agreement to sell dated 09.05.2011.

In the present case, respondent No.1 has filed suit for specific performance of agreement to sell dated 09.05.2011 executed by the petitioner and respondent Nos.2 to 4 in favour of respondent No.1. While passing the

impugned order, it has been noticed by the trial Court that on page-3 of the agreement to sell, it had been specifically mentioned that the suit property had been mortgaged with Ram Kishan and Punna Lal and the vendor (defendant) shall redeem the property from his own expenses before the execution of the sale-deed. In view of the said recital in the agreement to sell, the learned trial Court rightly held that there was no requirement to implead Ram Kishan and Punna Lal as defendants in the suit.

No ground for interference by this Court, is made out.

Dismissed.

**(SABINA)
JUDGE**

July 10, 2015
mahavir