

IN THE HIGH COURT FOR THE STATES OF PUNJAB AND HARYANA AT
CHANDIGARH

C.R. No.4390 of 2015

Date of Decision.02.09.2015

Gurcharan Singh

.....Appellant

Versus

Nathu Ram

.....Respondent

Present: Mr. Rajesh Bhatheja, Advocate
for the appellant.

CORAM:HON'BLE MR. JUSTICE K. KANNAN

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?

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K. KANNAN J. (ORAL)

1. In a suit for recovery of possession by the vendor within a period of six months from the date of alleged dispossession, the defendant resisted the action contending that he held the property under an agreement of sale dated 15.11.2006 but he took possession of the property even in the year 2005. There was a stipulation of time for completion of the agreement namely 15.01.2007 before when the defendant was to obtain a sale deed from the plaintiff and retain his possession but he failed to do so. He had his own justification for not taking a sale deed namely that there was a suit in respect of the property and hence, he could not take the sale deed. If there was no particular order of restraint from any court and the defendant did not want to take a sale deed pursuant to the terms of the agreement by specific performance, it is fair enough to seek for return of possession from him when the defendant was not willing to take transaction of sale

under peculiar circumstances when according to him, there were obstacles in taking a sale deed. The defendant can be allowed to be in possession only if he has an authority to do so. If the plaintiff has handed over possession to the defendant under particular circumstance namely agreement of sale in this case and when the agreement did not come through, a suit to seek for recovery of possession within a period of six months was perfectly justified under Section 6 of the Specific Relief Act and the Court has granted a decree.

2. I find no scope for interference in revision especially when there is no proof that the defendant was in possession earlier in point of time to the agreement of sale dated 15.11.2006 to take back possession by action of recovery. The revision petition is dismissed.

(K. KANNAN)
JUDGE

September 02, 2015
Pankaj*