

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

CR No.5354 of 2015 (O&M)

Date of Decision: November 20, 2015

Baba Projects Pvt. Ltd. (BPPL)

.... Petitioner

vs.

A2Z Maintenance and Engineering Service Limited and others

.... Respondents

CORAM: HON'BLE MR. JUSTICE KULDIP SINGH

Present: Mr. S.K. Panwar, Advocate for the petitioner.

1. *Whether Reporters of Local Newspapers 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?*

Kuldip Singh J.(Oral)

The plaint of the plaintiff has been rejected vide order dated 29.05.2015 passed by learned Civil judge (Jr. Divn.), Gurgaon, on an application under Order VII, Rule 11 CPC, wherein the relief for memorandum of understanding (in short 'MOU') was sought.

Learned counsel for the petitioner has contended that in terms of MOU, ₹10,00,000/- were paid as earnest money to the opposite party and the balance money was to be paid. On account of denial of the contract, the plaintiff had suffered losses.

I am of the view that MOU is not a concluded contract. Therefore, MOU cannot be specifically enforced under the Specific Relief Act, 1963 (in short 'the Act'). If on account of payment of some money, the plaintiff had suffered losses, it is always open to the

plaintiff to claim damages. There is no illegality or infirmity in the impugned order. Therefore, the same is to be upheld.

Learned counsel for the petitioner further contends that the lower court has held that the MOU runs into minute details and court cannot specifically enforce its terms. Therefore, under Section 14(1)(a) of the Act, it cannot be specifically enforced.

I am of the view that since MOU is not a concluded contract, therefore, the MOU cannot be specifically enforced. Therefore, the question whether it runs into minute details or not, has become secondary.

Hence, the present revision petition stands dismissed.

November 20, 2015
sarita

(KULDIP SINGH)
JUDGE