

CR No.7077 of 2013

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

**CR No.7077 of 2013
Date of decision:10.02.2015**

Simarjit Kaur and others ...Petitioners

Versus

Bhupinder Singh and others ...Respondents

CORAM: Hon'ble Mr. Justice Rakesh Kumar Jain

Present: Mr. B.S.Rana, Senior Advocate, with
Mr. Gagandeep Rana, Advocate, for the petitioners.

Mr. K.S.Dadwal, Advocate,
for respondent no.1.

Rakesh Kumar Jain, J.

This petition is filed by defendants no.2, 3 and 5.

The case set up by the plaintiff in the suit is that an agreement dated 13.03.2011 was executed by defendant no.1 in his favour in respect of land measuring 27 kanal 05 marlas, situated in village Mansoorpur, H.B. No.215, Tehsil Mukerian, District Hoshiarpur. The plaintiff has entered into possession, the sale consideration was settled at ₹22 lacs per acre (8 kanals) and thus the total sale consideration was settled at ₹74,93,750/-, out of which ₹27 lacs were paid to defendant no.1 as earnest money and the sale deed was agreed to be registered on 17.05.2012. The plaintiff remained present in the office of the Sub Registrar, Mukerian along with the balance sale consideration, stamp and registration charges to perform his part and to

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get the sale deed executed but defendant no.1 did not turn up and the plaintiff has now come to know that defendant no.1 has transferred the suit land to his daughters i.e. defendants no.2 to 4 vide transfer deed dated 29.07.2011. He also alleged that he is in actual physical possession of the property in dispute and has filed an application for correction of khasra girdawari before the Naib Tehsildar, Mukerian. He has also raised boundary wall around khasra no.149/1/1 and constructed a shed therein. On 03.05.2012, defendant no.5 to 10, at the instance of defendants no.1 to 4, came to the suit land and threatened to forcibly dispossess the plaintiff from the suit property. In that regard, FIR No.66 dated 03.05.2012 has been registered against defendants no.5 to 10.

The plaintiff also filed an application for temporary injunction under Order 39 Rules 1 and 2 of the Code of Civil Procedure, 1908 to protect his possession. The trial Court dismissed the application vide order dated 15.06.2012 against which the plaintiff filed the appeal in which the lower Appellate Court has directed the parties to maintain *status quo* with regard to possession till the final decision of the case.

Aggrieved against the said order, the present revision petition has been preferred.

Learned counsel for the petitioners has argued that the defendants have denied the agreement to sell. It is also submitted that the alleged agreement to sell as well as the receipt were not scribed by any regular Deed Writer which is against the human conduct as allegedly the plaintiff had paid a sum of ₹27 lacs in cash as earnest money. It is also

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submitted that the petitioners had not received any notice of the application for correction of khasra girdawari.

On the other hand, counsel for respondent no.1 has argued that in her statement recorded on 14.08.2013 in the trial Court, defendant no.1 has admitted the contents of the agreement to sell dated 13.03.2011 executed by her in favour of the plaintiff and also admitted that the possession was delivered at the time of agreement to sell which is prior in time than the transfer deed in favour of her daughters dated 29.07.2011.

After hearing learned counsel for the parties and examining the available record, I am of the considered opinion that there is no error in the order of the lower Appellate Court by which the parties have been directed to maintain *status quo* till the final decision of the case which is already at the stage of evidence.

Consequently, the present revision petition is hereby dismissed.

February 10, 2015
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(Rakesh Kumar Jain)
Judge