

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

**CR No. 7813 of 2015  
Date of decision: 20.11.2015**

**Vijendra Singh**

**.....Petitioner**

**versus**

**Rajesh Jindal and others**

**.....Respondents**

**Coram: Hon'ble Mr. Justice K.Kannan**

**Present:** Mr. S.K.Tripathi, Advocate  
for the petitioner.

**K.Kannan, J.(Oral)**

There is no merit in the application filed by defendant in suit for rejection of a plaint for the only reason that he was not a signatory to the agreement of sale propounded by the plaintiff and it was not a suit for specific performance but for a suit for injunction.

The issue, whether the plaintiff can maintain the relief against the defendant who claims to be a purchaser of the same property will be a matter that will be adjudged in the suit only. There is no warrant for rejection of the plaint so long as the suit does not suffer from disclosure of cause of action which in this case is the plaintiffs apprehended dispossession at the hands of the defendant nor is there scope for consideration of summary dismissal on account of any bar under any law.

The objection taken by the defendant for rejection of the plaint does not fall within the parameters of Order 7 Rule 11 and correctly dismissed.

There is also further contention that there is an arbitral

clause in the agreement and the suit could not have been filed. Arbitration can be enforced only amongst parties to the agreement. If the defendant/petitioner was himself not a party to the agreement, there could be no arbitrable reference to any dispute that may have arisen between the plaintiff and the defendants/petitioner. The plea of non-maintainability of suit on the ground that there exists an arbitral clause is equally untenable under such circumstances.

There is no merit in the revision petition. Revision petition is dismissed.

**20<sup>th</sup> November, 2015**  
Shivani Kaushik

**[K.KANNAN]**  
**Judge**