IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CR No.2392 of 2016
Decided on: 30.05.2016

Jodh Singh ....Petitioner

Versus

Paramjit Singh and others ....Respondents

CORAM: HON'BLE MRS JUSTICE REKHA MITTAL

Present : Mr. A.S. Saini, Advocate
for the petitioner.

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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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REKHA MITTAL, J.

The present petition has been directed against order dated 05.01.2016 (Annexure P-6) passed by the Additional District Judge, Rupnagar whereby appeal preferred by respondent No.1/plaintiff against order dated 25.11.2013 (Annexure P-5) passed by the trial Court dismissing application for grant of interim injunction has been allowed and the parties have been directed to maintain *status quo* regarding further alienation of the suit property.

Paramjit Singh – respondent/plaintiff has filed a suit for specific performance of agreement to sell dated 17.11.2008 on the premise that Jodh Singh – defendant No.1 agreed to sell the suit land @ Rs.12,00,000/- per acre and received Rs.11,00,000/- towards earnest money. The sale deed *qua* land measuring 52 kanals 12 marlas was agreed to be executed and registered on or before 16.11.2012. Jodh

Singh was in need of money and obtained Rs.29,00,000/- from the plaintiff as additional earnest money and extended the date for execution of the sale deed till 13.11.2013. Later Jodh Singh executed a fictitious sale deed dated 16.03.2012 in favour of defendant No.2 regarding land measuring 12 kanals 13 marlas out of suit land and also exchanged some land with Narang Singh – defendant No.3 as is evident from mutation No.681 dated 30.09.2011. It was averred that the plaintiff always remained ready and willing to perform his part of the contract. The petitioner/defendant No.1 denied execution of the agreement, receipt of earnest money and another amount of Rs.29,00,000/-. It is averred that the plaintiff is a professional money lender who used to give money on interest to different persons. The answering defendant borrowed a sum of Rs.1,00,000/- on 26.01.2013 from the plaintiff and at that time, plaintiff obtained his signatures on blank stamp papers and cheques for security purpose. The defendant returned the amount along with interest and the plaintiff destroyed the stamp papers and cheques. He again borrowed Rs.3,00,000/- from the plaintiff on 17.11.2008 (sic.) on interest and the plaintiff obtained two set of blank stamp papers worth Rs.300/- each as security of the loan amount and obtained 10 blank signed cheques (sic.) bearing No.225901 to 225920 of the Ropar Central Co-operative Bank Limited Branch Purkhali. He has returned the said amount of Rs.3,00,000/- along with interest in December, 2010 but the plaintiff did not return the blank signed papers or cheques. The answering defendant has filed a suit for mandatory injunction for getting blank signed papers and cheques which is pending in the Court. Defendants No.2 and 3 filed their separate written statements denying the agreement to sell dated 17.11.2008.

After having heard counsel for the parties, the learned trial Court dismissed the application primarily on two counts namely:-

1. Possibility of abovesaid agreement being money transaction/security cannot be ruled out.

2. The plaintiff has failed to prove that he always remained ready and willing to perform his part of the contract and the agreement dated 17.11.2008 appears to be suspicious and spells of money transaction.

It has also been held by the Court that interest of the plaintiff would be safeguarded by principle of *lis pendens* as subsequent purchaser/vendee shall be bound by the outcome of the present suit.

The Court of appeal has modified the order passed by the trial Court and the parties have been directed to maintain *status quo* regarding further alienation of the suit property.

I have heard counsel for the petitioner, perused the orders passed by the trial Court as well as that of Court of appeal.

Perusal of the averments raised in the written statement preferred by the proposed vendor under the agreement (petitioner herein) would make it evident that he has admitted his signatures on the agreement to sell. As soon as the petitioner has admitted his signatures on the agreement, a heavy onus is shifted upon him to establish the circumstances under which he appended his signatures on blank papers because it defies logic that a person would append his signatures on series of documents just for taking a loan of Rs.3,00,000/-. Further as per plea of the petitioner, he has already returned the amount of Rs.3,00,000/- along with interest borrowed by him but the blank signed documents were not returned. It does not appeal to reason that a person would return the loan without insisting for return of the blank signed papers or at least a receipt as acknowledgment of return of loan. Even otherwise, it is always in the interest of parties as well as in the interest of justice that the subject-matter of the *lis* is maintained as it is unless allowing of stay is likely to result in irreparable loss or injury to the contesting party that cannot be compensated in terms of money. The mere fact that interest of the plaintiff would be safeguarded by the doctrine of *lis pendens ipso facto* cannot operate to deny the relief of injunction more particularly in the circumstances that a right has been created in favour of a transferee *pendente lite* to be impleaded as a party in the lis in view of judgment of Hon'ble the Supreme Court of India ***"Thomson Press (India) Limited vs Nanak Builders & Investors Private Limited and others"***, **2013(2) RCR (Civil) 875**. In the given facts and circumstances, I do not find any reason to interfere in the order of *status quo* against alienation passed by the Court of appeal.

For the foregoing reasons, the petition is dismissed *in limine*. Nothing stated in this order shall be construed as an expression of opinion on merits of the case.

(REKHA MITTAL)
JUDGE

30.05.2016
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