

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

CR No. 7371 of 2015 (O&M)

Date of decision: 01.03.2016

Jaskaranjit Singh Sandhu

... Petitioner

versus

Upjit Kaur Chhina and others

.... Respondents

CORAM: HON'BLE MR. JUSTICE K. KANNAN

Present: Mr. V.K. Sandhir, Advocate, for the petitioner.

Mr. Akshay Bhan, Senior Advocate, with

Mr. Santosh Sharma, Advocate for the respondent.

K.Kannan, J. (ORAL)

This is an application for vacating the order of injunction.

With the consent of the parties, I proceed with the civil revision itself.

The revision is against the order declining injunction against the vendor from selling the property in suit for specific performance. The plaintiff set up an agreement of sale for purchase of property for a consideration of Rs. 2.76 crores, out of which Rs. 1.25 crores is reported to have been paid. The defendants denied the agreement and contended that signatures in blank papers obtained from them had been fraudulently misused by the plaintiff. The trial Court granted the interim restraint, but the Appellate Court reversed the same.

In the revision, the Court had originally granted the interim

injunction on a representation made that admittedly an amount of Rs. 1.25 crores has been paid through cheque. As it had turned out now, no amount had been paid through cheque but, the counsel wants to explain that the plaintiff had withdrawn the amount from the Bank through cheques and paid it to the defendants. Rs. 1 crore is too big a sum to be paid otherwise than through cheque. The prima facie proof of what the plaintiff contends must be available through unimpeachable documents. The agreement itself is not admitted. The payment is denied. There is no document which the plaintiff has filed apart from the document which is sued upon. The Lower Appellate Court was justified in vacating the order of injunction when it found lack of prima facie proof. I affirm the judgment and dismiss the civil revision petition.

Admittedly, the agreement is not registered and consequently even the benefit of Section 53A of the Transfer of Property Act 1882 cannot be invoked to protect the plaintiff's possession or seek for preservation of status quo in relation to the property.

The observations relating to lack of proof of payment of advance is only for the purpose of disposal of civil revision and it will not be used against the plaintiff and constituting a binding finding for the trial court.

(K.KANNAN)
JUDGE

01.03.2016

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