

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

109

CR No.6537 of 2016
Date of Decision:28.11.2017

Surinder Kaur and others

...Petitioners

Versus

Rachpal Kaur

...Respondent

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. Manoj Kumar Sharma, Advocate
for the petitioners.

Mr. K.S. Dadwal, Advocate
for the respondent.

ANIL KSHETARPAL, J.(Oral)

Defendants-petitioners are in revision petition against the order passed by the learned Additional District Judge, Hoshiarpur accepting the appeal filed by the plaintiff and setting aside the order passed by the learned trial Court dated 12.08.2015, while deciding the application for temporary injunction.

Plaintiff-who is a divorced-wife of defendant No.2 claims the property on the basis of agreement dated 20.08.1996 signed by defendant Nos.1 and 2. Defendant No.1 is the mother of defendant No.2 who is settled in Austria.

It is recorded in the agreement dated 20.08.1996 that she has been given land measuring 20 kanals, 13 marlas and 3 sarsai in lieu of her right of maintenance and she would be entitled to get the land transferred in her name at any time. Further, the case of the plaintiff is that earlier also defendant No.1, her mother-in-law, tried to sell this property to one Tilak Raj, which was got cancelled on re-payment of the earnest money by the

plaintiff. Now defendant No.1, the mother-in-law acting as an attorney of defendant No.2 had sold the property to defendant Nos.3 and 4 vide sale deed dated 13.09.2014.

Learned First Appellate Court after relying upon the agreement dated 20.08.1996 has granted injunction to the plaintiff.

I have heard learned counsel for the parties at length and with their able assistance gone through the orders passed by the Courts below.

It is not in dispute that after the agreement dated 20.08.1996, plaintiff got an ex-parte divorce from defendant No.2 i.e. Karambir Singh on 01.10.2003. A reading of the agreement dated 20.08.1996 establishes that this was one of the condition in the agreement dated 20.08.1996. This being the position, prima facie, plaintiff is in possession of the property pursuant to the agreement dated 20.08.1996.

Still further, the present revision petition has been filed by mother-in-law, husband and two alleged purchasers. A reading of the sale deeds executed in favour of defendant Nos.3 and 4 proved that no payment was made before the Sub Registrar.

Taking into consideration these facts, the learned First Appellate Court has granted injunction in favour of the plaintiff. This Court does not find any good ground to interfere with the discretion exercised by the learned First Appellate Court.

Learned counsel for the petitioner could not point out any perversity in the order passed by the learned First Appellate Court.

Hence, this revision petition is dismissed.

28.11.2017
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(ANIL KSHETARPAL)
JUDGE

Whether Speaking/Reasoned: Yes/No
Whether Reportable : Yes/No