

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CR No. 583 of 2018 (O/M)

Date of decision : 17.2.2018

Virender

..... Petitioner

Versus

Smt. Ramesh Rani and another

..... Respondents

CORAM : HON'BLE MR. JUSTICE KULDIP SINGH

Present:- Mr. Sushil Jain, Advocate, for petitioner.

1. Whether the Reporters of local newspaper may be allowed to see the judgment ?
2. To be referred to the Reporter or not.
3. Whether the judgment should be reported in the digest ?

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KULDIP SINGH J. (ORAL)

Impugned in present revision is order dated 18.1.2018 (Annexure-P-9), passed by learned Civil Judge (Junior Division), Faridabad, vide which an application filed by defendant No. 1 (present petitioner) under Order XIV Rule 5 read with Section 151 CPC, 1908, for framing additional issues has been dismissed.

Heard.

It comes out that plaintiff-respondent No. 1 had filed a civil suit against petitioner-defendant No. 1, seeking declaration that cancellation of irrevocable registered General Power of Attorney dated 14.7.1992 by defendant No. 1-petitioner is illegal. A decree for permanent injunction was also sought for restraining defendants from further negotiating, alienating, selling, transferring the title and possession, disposing of, leasing, mortgaging the Plot No. 999, Sector-31, Urban Estate, Faridabad, (allotted

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in lieu of original Plot No. 1001, Sector-31, Urban Estate, Faridabad, to anybody else. A mandatory injunction was also sought for directing defendant No. 2 to issue the transfer letter in respect of alternative Plot No. 999, Sector-31, Faridabad, (allotted in lieu of original Plot No. 1001, Sector-31, Faridabad).

It comes out that now both the parties have already led the evidence. During the pendency of suit, defendant No. 1 had amended written statement. It comes out from plaint and amended written statement that according to plaintiff-respondent No. 1, petitioner-defendant No. 1 had agreed to sell the Plot No. 1001, Sector-31, Urban Estate, Faridabad, to her (plaintiff). He also executed an irrevocable General Power of Attorney. The plot was allotted by defendant No. 2 HUDA to petitioner-defendant No. 1. Later on, with the consent of Ramesh Rani, in lieu of Plot No. 1001, Sector-31, Urban Estate, Faridabad, Plot No. 999 in same sector was allotted to defendant No. 2 HUDA for one or the other reason. According to plaintiff-respondent No. 1 Ramesh Rani has further sold the plot to one Surjit Singh through power of attorney. Now, petitioner-defendant No. 1 is stated to have cancelled the General Power of Attorney. Petitioner-defendant No. 1 has now taken the plea though in the written statement that said agreement of sale has been frustrated.

I am of the view that in present case, relief sought by plaintiff is challenge to the cancellation deed of defendant No. 1-petitioner. The issues have already been framed in this regard. Defendant has also taken the objection that suit is not maintainable in present form. It also comes out that issues No. 3A and 3B were later on framed. The controversy in present suit can be effectively decided on the basis of issues already framed.

There is no need to frame additional issues. Consequently, instant civil revision is dismissed.

(KULDIP SINGH)
JUDGE

17.2.2018
sjks

Whether speaking / reasoned : Yes / No

Whether Reportable : Yes / No