

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

CR-3257-2019 (O&M)
Date of decision: 16.05.2019

Inderjeet Kaur

...Petitioner

Versus

Harbans Gill and another

...Respondents

CORAM: HON'BLE MR.JUSTICE H.S. MADAAN

Present: Mr. Mohit Jaggi, Advocate for
Mr. Sanjeev Gupta, Advocate for the petitioner.

H.S. MADAAN, J. (Oral)

This revision petition is directed against order dated 28.09.2018, passed by Civil Judge (Jr. Divn.) Dera Bassi, vide which, she had allowed application dated 10.01.2018 filed by respondent No.1/defendant No.2 under Order VIII Rule 9 CPC seeking leave of the Court to file additional written statement and respondent No.1/defendant No.2 was allowed to file his independent written statement.

Facts of the case as can be gathered from the record are that plaintiff Inderjit Kaur had filed a suit for permanent injunction as well as for possession as owner by specific performance of agreement to sell dated 01.02.2016 with regard to houses of defendant No.2 (Mrs. Harbans Gill wife of Harbhajan Singh Gill defendant No.1) for a sum of Rs. 31 lacs. As per version of the plaintiff, defendant No.2 is about 80 years old, a senior citizen and permanent resident of Scotland U.K., that the plaintiff

had approached defendant No.1 to wash his clothes, utensils and to do other work when defendant No.2 on account of fracture of her leg could not come to India. Plaintiff developed illicit relations with defendant No.1, which gave rise to strained relations between the two defendants. Defendant No.1 had forged unembossed power of attorney purported to have been executed by defendant No.2 in his favour. On coming to know about that, defendant No.2 revoked the same on 02.03.2016 by serving a legal notice upon defendant No.1. On the basis of said power of attorney, plaintiff/defendant No.1 with help of son of plaintiff and other persons had forged one agreement to sell of back date i.e. 01.02.2016 for sale of two houses in Dhakoli owned by the defendant. It was so done on stamp paper which was purchased from Rajpura for the purpose of furnishing affidavit. As a matter of fact, defendant No.2 was not aware of any such agreement and defendant No.1 was not authorized to do so on behalf of defendant No.2. The suit in question had been filed by the plaintiff in connivance with defendant No.1. Defendant No.2 had not been initially impleaded as a party, however, subsequently on coming to know about the fraud played upon her, she had filed an application in the Court and was impleaded as a defendant. She wanted to file written statement giving her version which was allowed by the trial Court.

No fault can be found with the order of the trial Court and in doing so true picture should be there before the Court to enable it to decide the litigation between the parties in a proper and effective manner.

The revision petition is absolutely without any merit and no fault can be found with the impugned order, which is otherwise detailed and well reasoned. There being no merit in the revision petition, the same stands dismissed.

16.05.2019
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(H.S. MADAAN)
JUDGE

Whether speaking/reasoned :	Yes	No
Whether Reportable :	Yes	No