

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CR No.6243 of 2018

Date of Decision: 19.02.2020

Mukesh and another

...Petitioners

versus

Shiv Dayal

...Respondent

CORAM: HON'BLE MR. JUSTICE AMOL RATTAN SINGH

Present:- Mr. Chirag Wadhwa, Advocate
for the petitioners.

Mr. Dilraj Singh, Advocate,
for the respondent.

Amol Rattan Singh, J. (Oral)

Notice of motion was issued in this petition on September 18, 2018, with the following order passed:-

“Learned counsel points to the fact that despite undoubtedly the decree of the Civil Court that is sought to be executed, being in favour of the respondent-plaintiff (decree holder) as regards possession of the suit property, on the basis of which he has been granted a decree of prohibitory injunction in his favour, however thereafter even after the the appeal against that judgment and decree was dismissed by the Ist appellate Court on 04.04.2015 (a copy of which is Annexure P-5), the parties entered into an agreement of sale dated October 6, 2015 (a copy of which is Annexure P-6), in which it is specifically shown that possession of the suit land (including the land as is the subject matter of the decree) had been handed over on the spot.

He thereafter points to the order of the learned Civil Judge (Junior Division), Karnal, dated September 20, 2016, stated to have been passed in a suit instituted by petitioner no.2 against the respondent herein (decree holder in the present lis),

in which an order directing the parties to maintain status quo was passed. The said suit is stated to have been instituted by petitioner no.2 seeking specific performance of the aforesaid agreement of sale.

Notice of motion be issued to the respondent, returnable on 19.11.2018.

Dasti process also.

To be shown in the urgent list.

In the meanwhile, operation of the impugned order shall remain stayed till the next date of hearing only at this stage.

If the respondent is not shown to be served by the next date of hearing, the interim order would be vacated.”

Learned counsel for the respondent submits that as regards the suit for specific performance instituted by the present petitioner against the respondent herein, qua the suit land as is subject matter of the present *lis* as also other parcels of land, the stand of the respondent herein in that suit is that the agreement of sale is a forged and fabricated document, with an FIR also having been lodged qua that allegation. However, with learned counsel for the petitioner herein submits that a cancellation report has been submitted qua that FIR.

As regards the order directing *status quo* to be maintained in that suit filed by the petitioner (seeking specific performance of an agreement as has been set up by him), that interim order is stated to be only to the effect that the suit property be not alienated further, which learned counsel for the petitioner has not been able to deny.

That being so, whether or not any agreement was subsequently entered into between the parties (with the respondent denying it completely), naturally would be something which the present petitioner would have to prove in the suit already instituted by him seeking specific performance of

such agreement; however, the decree passed against him in favour of the respondent decree holder, in the present *lis*, not having been reversed in any manner, with no order passed in any other proceedings staying dispossession of the petitioner, I see no reason to entertain this petition, which is consequently dismissed.

However, naturally, till such time as the order of *status quo* is operating in the suit instituted by the petitioner (seeking specific performance), the respondent would not alienate the suit property any further; and in case the petitioner succeeds in that suit, obviously the suit land 'would go' at that stage, accordingly.

February 19, 2020
dinesh

(AMOL RATTAN SINGH)
JUDGE

1. Whether speaking/reasoned?	Yes/No
2. Whether reportable?	Yes/No