

122

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

CR No. 2507 of 2021 (O&M)
Date of Decision: 10.11.2021

Pardeep Kumar

-Petitioner

Versus

Umesh Kumar and another

-Respondent

CORAM: HON'BLE MR. JUSTICE RAJ MOHAN SINGH

Present: Mr. G.C. Shahpuri, Advocate,
for the petitioner.

RAJ MOHAN SINGH, J. (Oral)

Petitioner prayed for setting aside the impugned order dated 04.02.2021 declining the prayer for ad interim injunction under Order 39 Rules 1 and 2 CPC.

A suit for mandatory injunction has been filed along with prayer for permanent injunction directing the defendant to execute agreement to sell regarding suit property on the basis of receipt dated 22.01.2021 vide which the defendant had agreed to sell the suit property to the plaintiff @ Rs.16,650/- per square yard.

Both the Courts below have taken note of the fact that it is not a case of concluded agreement as terms and conditions are never settled therein. The agreement to sell has

not been executed, rather a receipt is alleged to have been executed on 22.01.2021.

Prima facie, at this stage, the receipt in question cannot be treated to be an agreement to sell entered into between the parties and the same does not confer any right upon the plaintiff.

The alleged receipt in the context of receiving the money cannot be co-related with that of agreement to sell at this stage and such a document cannot be treated to be a concluded agreement.

No ground is made out to entertain the present petition.

Dismissed.

10.11.2021

Jyoti Sharma

(RAJ MOHAN SINGH)
JUDGE

Whether speaking/reasoned : Yes/No
Whether reportable : Yes/No