

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

Civil Revision No.2351 of 2020(O&M)
Date of Order: 25 .02.2021.

Amit Jaglan

..Petitioner

Versus

Balkar Malik and others

..Respondents

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. Hemant Bassi, Advocate
for the petitioner.

Ms. Anshika, Advocate, for
Mr. H.S.Brar, Advocate,
for respondent no.2 and 3.

ANIL KSHETARPAL, J.

The plaintiff-petitioner has filed this revision petition under Article 227 of the Constitution of India to set aside of the order dated 03.09.2020, passed by the Additional District Judge, Gurugram, vacating the temporary injunction granted by the trial court.

Some facts are required to be noticed.

The plaintiff-petitioner claims that he has entered into a lease agreement on 28.05.2020 with defendant no.1-Balkar Malik with respect to a residential property over the plot comprised in Khasra No.214/1, situated in village Naharpur Rupa, Tehsil and District Gurugram, on a monthly rent of Rs.42,000/-. He claims that he has paid a sum of Rs.42,000/- as interest free refundable security deposit and Rs.42,000/- as advance rent for the month of June, 2020. Further, the plaintiff claims that he intended to take the premises on rent for a long duration of about 10 years and therefore, he was planning to enter into a registered document but due to lock down he

could not enter into an agreement. He pleads that there is a mutual understanding that an agreement to lease for a period of 10 years will be executed subsequently. The plaintiff claims that he is in settled possession of the property since 28.05.2020.

Balkar Malik, Mahavir Hooda and Vikas Hooda are the 3 defendants in the suit. Balkar Malik has practically admitted the case of the petitioner, whereas defendant no.2 and 3 have contested the suit. It has been pleaded that Balkar Malik has nothing to do with the property in question and in fact it is Mahavir Hooda-defendant no.2, who had purchased the property through a registered sale deed dated 19.05.2015 from Bimla etc. It has been pleaded that no doubt, originally on 05.12.2012 Smt. Bimla, had entered into an agreement in favour of Mahavir Hooda and Balkar Malik. However, thereafter, Balkar Malik relinquished his rights in the agreement and ultimately, on 19.05.2015 the sale deed was executed in favour of Mahavir Hooda. Balkar Malik had signed the aforesaid sale deed as a witness. It has further been pleaded that Mahavir Hooda has transferred certain portion of the property to his brothers and Balkar Malik has signed the aforesaid transfer deeds as a witness.

Learned trial court granted a temporary injunction which as noticed above has been set aside by the learned first appellate court. It may be noted here that Balkar Malik has filed a suit for specific performance of the agreement to sell against Mahavir Hooda which is stated to be pending.

Learned first appellate court after appreciating the documents which have come on record, found that the plaintiff has failed to make out a *prima facie* case in his favour. The court has further found that the possession of Mahavir Hooda is *prima facie* proved, as he is paying the

electricity bills of the premises in question.

This Bench has heard the arguments of learned counsel for the parties at length and with their able assistance perused the paper book.

Learned counsel for the petitioner has submitted that the learned first appellate court has erred in interfering in the order granting temporary injunction. He submits that in the absence of perversity in the order of the trial court, the appellate authority has no jurisdiction to interfere. He further submitted while drawing the attention of the Court to various documents submits that Mahavir Hooda and Balkar Malik were business partners and they were purchasing the properties jointly. He, hence, submitted that the order passed by the appellate court be reversed.

Per contra, learned counsel appearing for respondent no.2 and 3 has supported the judgment of the learned first appellate court while submitting that the plaintiff has failed to prove his *prima-facie* case.

In the considered view of this court, there is no scope for interference in the order passed by the learned first appellate court. There is no dispute that as per the sale deed dated 19.05.2015, Mahavir Hooda became owner of the property. The plaintiff-petitioner claims an agreement to lease dated 28.05.2020 from Balkar Malik, who has no right, title or interest in the property. No doubt, Balkar Malik and Mahavir Hooda had jointly agreed to purchase the property from Bimla Devi, however, there is no sale deed in favour of Balkar Malik. Still further, as noticed, Balkar Malik has signed the aforesaid sale-deed as a witness. Further, Mahavir Hooda has *prima-facie* proven his possession by producing payment of electricity charges. The petitioner apart from the agreement to lease has failed to produce any document to prove his possession. Further, this Bench

does not find any error in the order passed by the learned first appellate court.

Hence, no ground to interfere.

Dismissed.

25th February, 2021
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(ANIL KSHETARPAL)
JUDGE

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