

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

CR-2210 of 2021 (O&M)

Date of decision: 04.10.2021

Renu Yadav

...Petitioner

Versus

Rajender Sharma and another

...Respondents

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

Present: Mr. S.K. Aggarwal, Advocate for the petitioner.

H.S. MADAAN, J. (Oral)

Plaintiff Renu Yadav had brought a suit for possession by way of specific performance of agreement with consequential relief of declaration and permanent injunction against defendants i.e. Rajender Sharma and Smt. Sunita Chaudhary on the averments that defendant No.1 had entered into an agreement sell for 225 sq. yards of plot with the plaintiff on 06.05.2019 for a sum of Rs.15,75,000/- receiving the entire consideration amount. However, instead of executing the sale deed, he executed a receipt for full and final sale consideration. It was agreed that the sale deed can be got executed at any time as and when plaintiff desired. The plaintiff came in possession of the plot in question. However, in the month of February, 2020 she found that some construction was going on in the plot. She made enquiries and came to know that defendant No.1 had executed sale deed dated 19.06.2008 in favour of defendant No.2 on the strength of which she was claiming ownership of the plot in question. Feeling aggrieved, the plaintiff had

brought the suit for specific possession by way of specific performance and permanent injunction etc.

On getting notice, the defendants appeared and filed written statements. Defendant No.1 in his written statement denied having entered into any agreement to sell with the plaintiff or receiving any consideration amount, whereas, defendant No.2 also offered a contest to the case of the plaintiff.

The plaintiff had filed an application for grant of ad-interim injunction, which was opposed by the defendants. The trial Court of Civil Judge (Jr. Divn.), Faridabad, vide order dated 22.07.2021 had dismissed the application, observing that since defendant No.1 has not admitted entering into any transaction with the plaintiff and defendant No.2 has also alleged that the agreement to sell and receipt set up by the plaintiff are forged and fabricated documents, the plaintiff had failed to prove prima facie case in her favour and balance of convenience also does not in her favour and she would also not suffer any irreparable loss if the injunction is not granted.

Feeling aggrieved, the plaintiff had challenged that order before District Judge, Faridabad, by way of filing an appeal, which was assigned to Addl. District Judge, Faridabad, who vide order dated 15.09.2021 upon the order passed by the trial Court, dismissed the appeal and now the plaintiff has approached this Court by way of filing the present revision petition, praying that the orders passed by the Courts below be set aside and application for grant of ad-interim injunction filed

by her be accepted.

I have heard learned counsel for the petitioner besides going through the record.

Without going into the merits of the case, it is observed that if on conclusion of trial, the plaintiff is able to prove her case then in terms of Section 144 CPC, she would be able to get possession of the plot in question after removal of construction, if any, raised by defendant No.2 and if the plot is sold further, that would be hit by principle of *lis pendens*. Therefore, no necessity of grant of any ad-interim injunction to the plaintiff is there.

With such observations, the present revision petition stands disposed of accordingly.

04.10.2021

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(H.S. MADAAN)
JUDGE

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