

In the High Court of Punjab and Haryana, at Chandigarh

Civil Revision No. 37 of 2021 (O&M)

Date of Decision: 29.08.2022

Sooraj Mal

... Petitioner(s)

Versus

Madan Gopal Banga and Others

... Respondent(s)

CORAM: Hon'ble Mr. Justice Anil Kshetarpal.

Present: Mr. Akshay Bhan, Senior Advocate
with Mr. Rohit Nagpal, Advocate
for the petitioner(s).

Mr. Prateek Gupta, Advocate
for the respondent No.1.

Anil Kshetarpal, J.

1. The defendant No.1, in a suit for grant of mandatory injunction as well as permanent injunction, assails the correctness of the order passed by the trial Court on 09.10.2020 while dismissing the application under Order VII Rule 11 CPC to reject the plaint.

2. Heard the learned counsel representing the parties and with their able assistance, perused the paper-book.

3. The learned senior counsel representing the petitioner contends that in view of Section 41 of the Specific Relief Act, 1963, a mere suit for injunction is not maintainable because the entire basis of the suit filed by the plaintiff is agreement to sell dated 08.06.2016. He has drawn the attention of the Court to the prayer made in the suit, which reads as under:-

“It is therefore prayed that the following reliefs may

kindly be granted in favour of the plaintiff and against the defendants:-

(i) A decree for mandatory injunction directing the defendants to obtain necessary permission from the consolidation officer, Karnal or any other competent authority to sell/lease out/transfer the suit land detailed in para no.2 of the plaint above, in favour of the plaintiff.

(ii) A decree for mandatory injunction directing the defendants to hand over the title deeds in their favour regarding the entire suit land detailed above, to the plaintiff.

(iii) A decree for permanent injunction restraining the defendants, their agents, associates or hired persons from dispossessing the plaintiff from the suit land detailed in para no.2 of the plaint above, illegally and forcibly and further from alienating, mortgaging, leasing out the suit land in favour of any other person except the plaintiff.

Costs of the suit may also be awarded to the plaintiff.

Any other relief to which the plaintiff is found entitled to or this Hon'ble Court deems fit and proper, may also be granted to him".

4. The alleged agreement to sell between the parties is with respect to the land which is subject matter of alluvion and diluvion of Yamuna river. It is claimed that consolidation of holdings, in accordance with the provisions of the East Punjab Holdings (Consolidation and Prevention of Fragmentation) Act, 194, are not complete.

5. Keeping in view the aforesaid facts, it would not be appropriate to reject the plaint at the threshold. The revision petition is disposed of with liberty to the petitioner to take all the objections including the maintainability of the suit and prays for framing an issue on that aspect.

(Anil Kshetarpal)
Judge

August 29, 2022
“DK”

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No