

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

CR-7398-2018 (O&M)

Date of decision: 10.08.2022

Balraj Singh

....Petitioner

Versus

Gurcharan Singh and others

..Respondents

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. Arun Bansal, Advocate for the petitioner
Mr. Sandeep Khunger, Advocate for respondent no. 1 to 4

ANIL KSHETARPAL, J (Oral)

1. This revision petition has been filed under Article 227 of the Constitution of India read with Section 115 of the Code of Civil Procedure, 1908 with a prayer to set aside the interlocutory order dated 05.09.2018, passed by the trial court while allowing application filed by Manjit Kaur daughter of Karnail Singh under Order I Rule 10 of the Code of Civil Procedure, 1908, for her impleadment in the pending suit.

2. Heard the learned counsel representing the parties at length and with their able assistance perused the paperbook. Learned counsel representing the petitioner contends that the plaintiff has only filed a suit for specific performance of the agreement of partition/compromise, therefore, the applicant (Manjit Kaur) has no locus standi to become party in the suit.

3. The argument of the learned counsel is factually incorrect.

The caption of the plaint reads as under:-

“(1) Suit for declaration to the effect that the plaintiff is owner and in possession of land measuring 32 kanals 18 marlas comprised in khasra No.49//6/1(2-12), 15/1 (0-17), 50//3/2/2 (2-3), 8 (8-

2), 9(8-0), 10 (8-0), 11 (2-2), 12 (1-2), khewat khatauni No. 309/583 and land measuring 28 kanals 10 ½ marlas which is 5 ½ share of land measuring 43 kanals 18 marlas comprised in khasra No.34 // 22 / 2 (4-16) 38 // 1 (7-12) 2 (8-0) , 3/1 (2-2) , 8/2/1 (5-16) 9 (8-0) 10 (7-12) , khewat / khatauni No.297 / 536 and land measuring 30 kanals 18 marlas which is 618 /224 share of land measuring 61 kanals 4 marlas comprised in khasra No.1 No.38 // 11 / 1 (6-11) , 12/1 (3-4) , 13/1 (0-4) , 20/1 (0-1) , 39 // 15 (8-0) , 16/1 (2-13) , 17 (8-0) , 24 (8-0) , 25/1 (2-4) , 51 // 4 / 1 / 2 (1-0) , 5/1 (0-11) , 31 // 23 / 1 (0-15) , 24 / 1/1 (0-5) , 39 // 6min (0-6) , 14 (8-0) 39 // 6min (0-17) , 397 / 6min (0-17) , 39 // 6 (0-17) 39 // 6min (0-17) , 39 // 6min (1-5) , 39 // 6min (0-17) 39 // 6 min (0-17) , 39 // 6 (0-8) 39 // 6min (0-17) , 39 // 7 / 1 (1-6) , 39 // 7 / 1min (0-8.1 / 3) .39 // 7 / 1min (0 16.2 / 3) , 39 // 7 / 1 min (1-5) , khewat khatauni No. 300/532 to 546 situated within the revenue limits of village Haji Rattan Bathinda as per jamabandi for the year 2009-10 and the has no right or interest in this land . (2) Suit for specific performance of an agreement of partition / compromise regarding land measuring 8 kanals 0 marla which is 1/6 share of measuring 48 kanals comprised in khewat No.306 , khatauni No.570 , khasra No.39 // 12 / (7-4) .13 (8-0) , 18 (8-0) , 19 (7 10) 22 (7-14) , 23 (8-0) , 51 // 3 / 1min (1-12) is in the name of defendant No.3 and 1/4 share of 26 kanals 1 marlas i.e.6 kanals 11 which marlas land comprised in khasra khewat knatauni No.305 / 569 , No.20 // 6 / 1min (1-0) , 13/5 (1-17) , 14 (8-0) , 15 (8-0) , 16/1/2 (4-2) , 17 / 2/2 (3-2) (which is in the name of defendant No.2) and land measuring 101 kanals 124 marla share out of 428 kanals 2 marlas which is in the name of defendants No.1 and 2 comprised in khewat No.806 , khatauni No.152701533 , 852/1609 , 758 / 1454 & 1455 , 714 / 1375,906 / 1799 and 87 / 215 & 216 , comprised khasra No. 235 // 16/1/2 (3-19) , 17/2 (3-18) , 24 (8-0) , 244 // 4 (8-0) , 5/1/1 (3-4) , 6/1/2 (2-6) , 7/1 (5-2) , 1061 (0-3) , 1062 (0-3-235 // 25 / 1 (3-12) , 244 // 5 / 1 / 2 (0-8) , 235 // 16 / 2 (0-13) , 25/2 (4-0) , 244 // 5 / 2 (4-0) , 6/1/1 (2-11) , 234 // 19 (4-11) , 20 (9-4) , 21/1 (3-2) , 21/2/1 (4-5) , 22/1 (7-7) , 234 // 21 / 2 / 2 (0-13) , 22/2 (0-13) 235 // 14 / 2 (5-2) , 15/1 (0-7) 16/1 (2-6) , 16/1/2/1 (0-14) , 17/1 (2-8) , 17/2/1 (1-13) , 245 // 1 / 1 (2-2) , 245 // 1 / 2 (5-19) , 2/1 (2-8) , 9 / 2 (1-11) , 10/1 (5-2) , 245 // 9 / 3 / (0-17) , 10/2 (2-13) 11/3 (7-8) , 12 / 1 (5-0) , 19 / 2 (5-0) , 20/1 (7-8) ,

21 / 2 (6-16) , 22 / 1 (4-12) , 245 // 9 / 1 (5-12) , 234 // 23 (8 16) , 245 // 2 / 2 (5-12) , 3 (8-0) .8 / 1 (6-8) . 1-2 (8-0) , 13 (8-0) , 18 (8-0) , 19 / 1-2 (8-0) , 21 (8-0) 235 // 12 / 22 (8-0) , 23 / 1-2 (8-0) , 235 // 6 / 1-2 (8-0) , 7 (8-0) , 13 / 1-2 (8-0) , 14 (8-0) , 17 (8-0) , 18/1 (1-16) , 24 (8-0) , 243 // 2 / 1 / 2 (0-13) , 2 / 1 / 1 (5-16) , 3 / 1 / 1 (1 6) , 3 / 1 / 2 (5-3) , 237 // 2 / 2 / 1 (1-14) , 9/1 (2-8) , 245 // 6 / 1 (4-8) , 6/2 (3-12) , 7 (7-4) , 14 (6-8) 15/1 (4-9) , 15/2 (2-13) , 246 // 1 / 1 (4-0) , 1/2 (2-7) 2/3 (2-11) 8 (6-16) , 9 (8-0) , 10 (8-0) , 235 // 1 (3-13) 10 (8-0) , 11/1 (7-19) , 20/2 (7-14) , 236 // 15 (8-0) , 16 (8-0) , 25 (8-0) , 235 // 11 / 2 (0-11) , 20/1 (0-6) situated at Talwandi Sabo Distt . Bathinda , directing to execute registered partition deed in favour of the plaintiff regarding this land :AND (3) Suit for mandatory injunction for issuance of directions to the defendants to get enter mutation sanctioned regarding the above said property mentioned under the heading of suit for specific performance in favour of the plaintiffs as prior the defendants have sanctioned mutation in favour of the plaintiffs on the basis of agreement of partition/comprised of other land.

AND

Suit for permanent injunction restraining the defendants from dispossessing the plaintiff from the property at Sr.No.1 &2 which is in possession of the plaintiffs as per agreement and further alienating the land mentioned at Sr.No.2 in the heading of the plaint, to any person other than the plaintiff, in any manner i.e by way of sale, gift, mortgage, exchange etc. other than in the due course of law."

4. From the careful reading of the aforesaid extract, it is evident that the suit is not only for the specific performance of the contract.

5. It may further be noted that Manjit Kaur (newly impleaded respondent) is the daughter of Karnail Singh. The suit is filed by Balraj Singh, grandson of Karnail Singh ,against his uncle and two cousins.

6. Hence, it is not a simplicitor suit for specific performance of the agreement. Learned counsel representing the petitioner fails to draw

the attention of the Court to any prejudice that is being caused to the petitioner.

7. Hence, no ground to interfere is made out.

8. Dismissed.

9. All the pending miscellaneous applications, if any, are also disposed of.

10.08.2022

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(ANIL KSHETARPAL)
JUDGE

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No