

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

Civil Revision No.1829 of 2020 (O&M)
DATE OF DECISION : 25.07.2022

Jagdish SinghPetitioner

versus

Baldev Singh and AnotherRespondents

CORAM : HON'BLE MRS. JUSTICE ALKA SARIN

Present : Mr. Naveen Batra, Advocate for the petitioner

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ALKA SARIN, J. (Oral):

The present revision petition has been filed challenging the order dated 11.12.2019 passed by the Additional District Judge, Rupnagar partly reversing the order passed by the Trial Court dated 09.08.2018 on an application under Order 39 Rules 1 and 2 of the Code of Civil Procedure, 1908.

Learned counsel for the plaintiff-petitioner would contend that the agreement to sell in the present case was entered into by the husband and wife and the language of the agreement clearly reveals that both of them had entered into the agreement to sell with the present plaintiff-petitioner. It is further contended that the earnest money of Rs.10 lakhs was paid pursuant to the agreement to sell and in case any

third party rights are created the plaintiff-petitioner would suffer an irreparable loss and injury.

Heard.

In the present case, the plaintiff-petitioner filed a suit for possession by way of specific performance of the agreement to sell dated 12.08.2016 executed by the defendant-respondents in his favour qua land measuring 6 kanals - 1 marla being 121/326 share of land measuring 16 kanals - 6 marlas comprised of Khata No.206/246, Khasra No.10R/15/1(2-17), 13R/2/2(3-16), 3(8-0), 8/1(1-2), 9/1(0-11) situated within the revenue limits of Village Nurpur Kalan, District Rupnagar. Along with the suit, an application for grant of temporary injunction was also filed.

The Trial Court, vide order dated 09.08.2018, granted interim injunction in favour of the plaintiff-petitioner. On an appeal preferred by the defendant-respondents, the lower Appellate Court, vide order dated 11.12.2019, partially modified the order passed by the Trial Court on the ground that though the agreement to sell dated 12.08.2016 is alleged to have been executed by defendant No.1-Baldev Singh and defendant No.2-Paramjit Kaur wife of Baldev Singh in favour of the plaintiff-petitioner, however, Paramjit Kaur the defendant-respondent No.2 is not a signatory to the agreement to sell. Learned counsel for the plaintiff-petitioner is also not in a position to deny that the defendant-respondent No.2 is not a signatory to the agreement to sell.

The contention of the learned counsel for the plaintiff-petitioner that the wording of the agreement to sell clearly reveals that the agreement was entered into on behalf of both the defendant-respondents and it was assured that at a later point of time defendant-respondent No.2 would also append her signatures on the agreement to sell cannot be accepted. Admittedly, the agreement to sell does not bear the signatures of Paramjit Kaur the defendant-respondent No.2. That being so, it cannot be said that she is a signatory to the agreement or that she had agreed to sell her share by way of agreement to sell dated 12.08.2016. The order dated 11.12.2019 passed by the lower Appellate Court cannot be faulted with for having partially modified the order dated 09.08.2018 passed by the Trial Court.

In view of the admitted fact that the agreement to sell does not bear the signatures of Paramjit Kaur, the defendant-respondent No.2, I do not find any ground to interfere in the order passed by the lower Appellate Court. The revision petition is accordingly dismissed. Pending applications, if any, also stand disposed off.

It is made clear that any observation made herein or by the lower Appellate Court shall not be treated as an expression of opinion on the merits of the case.

25.07.2022
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(ALKA SARIN)
JUDGE

<u>NOTE:</u> Whether speaking/non-speaking: Speaking Whether reportable: YES/NO
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