

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

CR No.2890 of 2022 (O&M)

Date of decision: 26th July, 2022

Paramjeet Kaur

... Petitioner

Versus

Mahindro Bibi & others

... Respondents

CORAM: HON'BLE MRS. JUSTICE MANJARI NEHRU KAUL

Present: Mr. Lupil Gupta, Advocate for the petitioner.

MANJARI NEHRU KAUL, J.

The petitioner in the instant revision petition has sought setting aside of the order dated 20th April, 2022 (Annexure P5) vide which his application filed under Order I Rule 10 CPC stood dismissed by the Court below.

Learned counsel contends that the Court below while passing the impugned order failed to appreciate that the petitioner was a proper and necessary party and thus, should have been impleaded as a party to the suit in question. Learned counsel submits that the petitioner entered into an agreement to sell dated 10.08.2016 with respondent No.2 qua the same suit property which was subject matter in the instant suit. However, since respondent No.2 failed to execute the sale deed in favour of the petitioner, the latter had filed a suit for specific performance of the agreement to sell dated 04.10.2017 against

respondent No.2 which was then partly decreed on 27.11.2019 and the petitioner therein was granted the alternative relief of recovery of ₹5.00 lacs along with interest.

Learned counsel, still further submits that the instant suit has been filed by respondent No.1 on false and distorted facts in collusion with respondent No.2 so as to defeat rights of the petitioner. He has, therefore urged that since the petitioner was owner in possession of the suit land on the basis of agreement to sell dated 04.10.2017, she being a necessary and proper party deserved to be impleaded in the instant suit so as to enable the Court to adjudicate upon all the issues effectively.

I have heard learned counsel for the petitioner and perused the relevant material on record.

The instant suit has been filed by respondent No.1 against respondents No.2 to 4 for specific performance of the agreement to sell dated 10.08.2016. The petitioner is not a party to the above said agreement to sell. Still further, the petitioner cannot claim herself to be owner in possession of the suit land on the basis of the agreement to sell dated 04.10.2017 as an agreement to sell does not confer any title. The petitioner has failed to place on record anything to show her possession over the suit land. The trial Court has thus, rightly observed that since the suit of the petitioner already stood decided and only

execution was pending, hence she was not a necessary party in the suit in question as money could always be recovered through various other modes. In view thereof, the instant revision petition being devoid of any merit stands dismissed in limine.

(MANJARI NEHRU KAUL)
JUDGE

July 26, 2022
rps

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