

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

CR-3017-2022 (O&M)

Date of decision : 01.08.2022

M/s AGM Management Services Ltd.

...Petitioner

Vs.

Sanjay Tyagi and another

...Respondents

CORAM:- HON'BLE MR. JUSTICE MANOJ BAJAJ

Present: Mr. Rajesh Lamba, Advocate for the petitioner.

MANOJ BAJAJ, J.

The petitioner (defendant) has filed this revision petition by invoking superintendence powers of this Court under Article 227 Constitution of India to challenge the order dated 17.05.2022 (Annexure P-7), passed by the Civil Judge (Senior Division), Faridabad, whereby the application under Order XV Rule 1 read with Section 151 CPC filed by the petitioner-defendant has been dismissed.

Briefly, the facts of the case are that respondents (plaintiffs) brought a suit for possession by way of specific performance of agreement to sell dated 15.02.2017, relating to S.C.O No.6, Special HUDA Market, Sector-19, Urban Estate of Faridabad (measuring 425.77 square mtrs.) against defendant-M/S AGM Management Services Ltd. (petitioner). As per agreement, the defendant agreed to sell the suit property to plaintiff for a total sale consideration of Rs.3.5 crore. As per the pleadings, petitioner/defendant had already received Rs.30 lac as part payment, but later on defendant refused to fulfill the stipulated conditions, thereby giving plaintiffs cause of action to institute the present suit.

In response to the suit, petitioner/defendant filed its written statement and admitted the agreement to sell dated 15.02.2017 and pleaded that he is ready and willing to perform his part of agreement, but the plaintiffs have no sufficient means to pay the balance sale consideration, who is engaging the defendant in the baseless litigation. The other averments contained in the plaint were also denied and prayed that the suit be dismissed.

Learned counsel for the petitioner has argued that once the defendant has admitted the claim of the plaintiffs relating to the agreement to sell, therefore, there was no reason for the Civil Court to enter into the trial and it could have pronounced the judgment in view of Order XV Rule 1 CPC. He submits that the application was moved by petitioner/defendant seeking disposal of the suit in view of Order 15 Rule 1, but the same has been erroneously dismissed. He prays that impugned order 17.05.2022 be set aside.

After hearing learned counsel and considering the background of this case, this Court finds that the application filed by the defendant is misconceived as the plaintiffs have also prayed for a relief that the defendant be asked to get the other formalities completed from the Haryana Urban Development Authority in view of the promise made by him and the suit is not confined to specific performance of the agreement alone. Apart from it, Civil Judge (Senior Division), Faridabad vide another order of the even date had allowed the amendment of plaint, permitting the plaintiffs to add the relief relating to other reliefs in the head-note as well as in the prayer clause as the same are already contained in the frame of the suit.

A perusal of the impugned order shows that the Civil Judge (Senior Division), Faridabad has carefully examined the facts and

circumstances of the case before dismissing the prayer of the defendant on the ground that the case does not fall within the ambit of Order XV Rule 1 CPC.

Thus, no case is made out for interference.

Petition is dismissed.

(MANOJ BAJAJ)
JUDGE

01.08.2022

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