

IN THE HIGH COURT OF JUDICATURE AT PATNA
CIVIL REVISION No.30 of 2022

Bajnath Mahto & Anrs.

... .. Petitioners

Versus

Smt. Dr. Pratima Singh

... .. Opposite Party

Appearance :

For the Petitioners	:	Mr. Bishwa Nath Chaudhary, Advocate
For the Opposite Party	:	Mr. Prem Kumar Jha, Advocate

CORAM: HONOURABLE MR. JUSTICE KHATIM REZA
ORAL ORDER

10 24-04-2023 Heard Mr. Bishwa Nath Chaudhary, learned counsel
for the petitioners as well as Mr. Prem Kumar Jha, learned
counsel for the opposite party.

This Civil Revision is filed against the order dated
15.09.2021 passed in Title Suit No. 05 of 2018 by the learned
Sub Judge, Kahalgaon whereby, the defendants / petitioner's
petition has been rejected under order VII, Rule 11 of the Code
of Civil Procedure.

The suit is for specific performance of contract based
on unregistered agreement for sale dated 11.04.2016. Learned
counsel for the petitioners submits that the aforesaid agreement
for sale was cancelled on 13.05.2016. From perusal of Annexure
'1' of the plaint, it appears that in paragraph 6, it is stated that
the plaintiff was ready and willing to pay the price as per the
instruction of the defendant mentioned fully in the



Zarbiyananama. But in the meantime, on 13.05.2016, the defendant with some mediators reached to the house of the plaintiff and asked her to show *Zarbiyananama* dated 11.04.2016. On her request, the plaintiff gave her the *Zarbiyananama*. After taking the same, in her possession, one person, namely, Santosh Kumar singh and witness, namely, Raj Kishore Mahto unilaterally cancelled the *Zarbiyananama* and crossed it with red ink pen and both have put their respective signatures over it. They did not stop there but further put some remarks on the both pages of the *zarbiyanama* and thereby supposed to have cancelled it. It is further explained in paragraph 7 and 8 of the plaint that the plaintiff also pleaded that he requested the defendant and her henchmen not to cross and cancel the *zarbiyananama* but they did not stop to do as they wished. However, the defendant returned the original agreement dated 11.04.2016 to the plaintiff which the plaintiff kept in her possession. The plaintiff further accepted in his plaint that since the date of the said mischievous act i.e. 13.05.2016, the plaintiff remained in contact with the defendant and her husband and sons and consistently persuaded her to receive the balance consideration amount as per the agreement arrived at between the parties and transfer the suit land in her



name. But the defendant did not bother to do the same.

In view of the decision of the Hon'ble Apex Court in the case of *P.V. Guru Raj Reddy Represented By GPA Laxmi Narayan Reddy And Another Vs. P. Neeradha Reddy and Others reported in 2015(8) SCC 331* and considering the facts and circumstances as also upon perusing the plaint, this court therefore, does not find that the learned court below has committed error of jurisdiction and illegality in passing the impugned order.

Accordingly, this civil revision is dismissed.

(Khatim Reza, J)

Gaurav Kumar/-

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