

In the High Court of Punjab and Haryana, at Chandigarh**Civil Revision No. 5337 of 2017****Date of Decision: 11.10.2023**

Jagdish Rai and Others

... Petitioner(s)

Versus

Sham Lal Bansal and Others

... Respondent(s)

CORAM: Hon'ble Mr. Justice Anil Kshetarpal.Present: Mr. Rajan Bansal, Advocate
for the petitioner(s).Mr. Rohit Kumar, Advocate
for the respondent No.1 and 2.Mr. Kashish Garg, Advocate
for the respondent No.3 and 4.**Anil Kshetarpal, J.**

1 The plaintiffs' suit for specific performance of the agreement to sell is pending before the trial Court. The plaintiffs' claim that M/s Rubicon Steel, a partnership firm through its partner Ramesh Kumar son of Bhagwant Rai, entered into an agreement to sell the plot measuring 6 marlas on 16.05.2012 after the receipt of entire sale consideration of ₹14,00,000/-. The suit was filed in the year 2014. During the pendency of the suit, in the year 2016, an application was filed by Sham Lal Bansal and Janak Raj Bansal for their impleadment on the ground that they are also the partners in the firm. The said application has been allowed by the trial Court by way of the impugned order. The trial Court has observed that Sham Lal Bansal and Janak Raj Bansal are the necessary parties in the suit. The correctness of the aforesaid order has been challenged in this revision petition.

2. The learned counsel representing the petitioners contends that Ramesh Kumar, on behalf of the firm, entered into an agreement to sell with

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respect to the land measuring 6 marlas, out of the total land measuring 3 kanals and 12 marlas. The learned counsel submits that *inter se* dispute, if any between the partners, cannot be decided in this suit. The learned counsel further submits that the trial Court has allowed the application without recording a finding as to how Sham Lal Bansal and Janak Raj Bansal are the necessary parties.

3. He further submits that once such application was allowed by the trial Court, similar applications have already been filed by various other partners for impleadment as a party which would further result in delay of the trial.

4. On the other hand, the learned counsel representing the respondent (applicant) submits that the firm was dissolved in the year 1990, therefore, Ramesh Kumar has no authority to execute an agreement to sell.

5. In a suit for specific performance of the agreement to sell, the Court is required to adjudicate the question with regard to enforceability of the agreement to sell. There appears to be some dispute *inter se* between the partners/ former partners of the firm which cannot be a subject matter of the decision in the suits for specific performance.

6. In these circumstances, the applicants are not the necessary parties. They are also not the signatory to the agreement to sell.

7. Keeping in view the aforesaid facts, the present revision petition is allowed and the impugned order is set aside. The liberty is granted to the respondents to avail the remedy, in accordance with law.

(Anil Kshetarpal)
Judge

October 11, 2023

“DK”

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No