

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

CR-1473-2022 (O&M)
Date of decision: 05.01.2023

Sheela Devi

...Petitioner

Versus

Gobind

...Respondent

CORAM: HON'BLE MR.JUSTICE H.S. MADAAN

Present: Mr. Anjum Ahmed, Advocate for the petitioner.

Mr. Kartik, Advocate for
Mr. Baljeet Beniwal, Advocate for the respondent.

H.S. MADAAN, J. (Oral)

Briefly stated facts of the case are that plaintiff Gobind had filed a suit for possession by way of specific performance of agreement and permanent injunction against defendant Smt. Sheela Devi, contending that defendant being owner in possession of the suit land measuring 4K-5M situated at Village Bhaindoli, Tehsil Hodal, District Palwal had entered into an agreement to sell the same with the plaintiff for a total consideration of Rs.8 lacs on 01.01.2015, vide a written document receiving a sum of Rs.5,24,600/- as earnest money. A separate receipt in that respect was also executed by the defendant in favour of the plaintiff. The final date for execution and registration of sale deed was fixed as 02.11.2015 on payment of balance consideration amount of Rs.2,75,400/-. The plaintiff has always been ready and willing to perform

his part of the contract which could not mature as the defendant had backed out of the same giving rise to a cause of action to the plaintiff to bring the suit in question. Along with the suit, the plaintiff had filed an application for grant of ad-interim injunction restraining the defendant from alienating the suit property during pendency of the suit.

On getting notice, the defendant appeared and filed written statement and reply to the application. Inter alia, the defendant had admitted having entered into an agreement to sell with the plaintiff on 01.01.2015 for a sum of Rs.8 lacs and receiving a sum of Rs.5,24,600/- as earnest money, however, the defendant contended that the said agreement had been cancelled and a fresh agreement was entered into on 04.11.2015, vide which 400 sq. yard of land was agreed to be sold by the defendant to the plaintiff @ Rs.2500 per sq. yard, total amount of Rs.10 lacs and amount of Rs.5,66,000/- already received from the defendant was adjusted in the said amount. The final date for performance of that agreement was fixed in the first week of February, 2016. The plaintiff has not been ready and willing to perform his part of the agreement dated 04.11.2015. The defendant craved for dismissal of the suit as well as application for grant of ad-interim injunction.

The trial Court, vide order dt. 03.03.2021 dismissed the application for grant of ad-interim injunction mainly for the reason that the plaintiff had not disclosed the fact of entering into subsequent agreement dt. 04.11.2015, as such, equity was not in his favour.

Feeling aggrieved by the said order, the plaintiff had

approached the Court of District Judge, Palwal by way of filing an appeal. The appeal which was assigned to Addl. District Judge, Palwal was accepted and the order passed by the trial Court was set aside and application for grant of ad-interim injunction filed by the plaintiff was allowed.

Now it was turn of the defendant to feel aggrieved and she has approached this Court by way of filing the present revision petition, notice of which was given to the respondent/plaintiff who has put in appearance through counsel.

I have heard learned counsel for the parties besides going through the record and I find that learned Ist Appellate Court of Addl. District Judge, Palwal by taking into consideration the facts and circumstances of the case, the documents brought on file by the parties as well as law on the subject has rightly accepted the application for grant of ad-interim injunction and no fault can be found with such order. It may be observed here that the defendant in her pleadings has not denied having entered into agreement to sell the suit land with the plaintiff on 01.01.2015 for a sum of Rs.8 lacs and receiving a sum of Rs.5,24,600/-. She has rather came up with another version that the first agreement was cancelled and an another agreement was entered into between the parties on 04.11.2015, however, copy of that agreement has not been placed on record by the defendant. Learned Addl. District Judge, Palwal has rightly observed that only by affording opportunities to lead evidence to the parties, it could be found out as to which of the version is correct and

established on the record. However, as the things stand, the plaintiff had been able to show a good prima facie case in his favour and balance of convenience is also on his side. If the defendant alienates the suit property and create any third party rights, that will definitely give rise to multiplicity of proceedings, therefore, she was rightly restrained by Addl. District Judge, Palwal from alienating the suit property during pendency of the suit.

The impugned order passed by learned Addl. District Judge, Palwal is quite detailed, well reasoned. It does not suffer from any illegality or infirmity. I do not find any element of arbitrariness or perversity in the order. I do not see any reason to interfere with the impugned order by exercising revisional jurisdiction. The revision petition is found to be without merit and is dismissed accordingly.

05.01.2023

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(H.S. MADAAN)
JUDGE

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