

CR-14-2023 (O&M)

1

2024:PHHC:036803

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

CR-14-2023 (O&M)

Date of decision: 13.03.2024

Harpreet Kaur

....Petitioner

Versus

Davinder Singh and others

..Respondents

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present:- Mr. Manbir Singh Batth, Advocate for the petitioner
Mr. Sunil Rana, Advocate for respondent no.1
Mr. M.S.Dhami, Advocate for respondent no.2
Mr. S.S.Siao, Advocate for respondent no.3

ANIL KSHETARPAL, J (Oral)

1. In this revision petition, the plaintiff impugns the correctness of the trial court's interlocutory order permitting the impleadment of Sh.Jaswinder Singh as a defendant in his suit for the specific performance of the agreement to sell.

2. In this case, some relevant facts, in brief, are required to be noticed in order to comprehend the controversy involved in the present case.

3. Sh.Davinder Singh is the owner of the property. Two suits have been filed for claiming the relief of the specific performance of the different agreements to sell against Sh.Davinder Singh. The suit filed by Sh.Jaswinder Singh was decreed on 08.05.2019. He filed an application for impleadment in the suit filed by Smt. Harpreet Kaur for specific performance of the agreement to sell executed by Sh.Davinder Singh.

The aforesaid application has been allowed by the court. Learned

counsel representing the petitioner contends that in a suit for the specific performance of the agreement to sell, Sh.Jaswinder Singh has been wrongly impleaded as a party as the petitioner cannot be forced to litigate against a stranger and the plaintiff being dominus litis is the master of his suit. He relies upon the judgment passed by the Supreme Court in **Bharat Karsondas Thakkar vs. M/s Kiran Construction Co.& Ors 2008 AIR (SC) 2134.**

4. This Court has considered the submissions made by the learned counsel representing the parties.

5. It is evident that today Sh.Jaswinder Singh has a decree for the specific performance of the agreement to sell in his favour against Sh.Davinder Singh. Sh.Jaswinder Singh has all the rights to protect the validity of the aforesaid decree. He also has interest in the suit property, which is common in both the suits. The trial court has allowed the application. If the argument of the learned counsel representing the petitioner is accepted, there are chances of two conflicting decrees being passed by the court. On one hand, there will be a decree in favour of Sh.Jaswinder Singh and on the other hand, there will be a decree in favour of petitioner- Smt. Harpreet Kaur, which will create an anomalous situation. By permitting the impleadment, the court has allowed Sh.Jaswinder Singh to contest the case. This would enable the court to comprehensively decide the case while deciding all the issues which may arise between the parties.

6. This Court has carefully read the judgment passed in **Bharat Karsondas Thakkar's case (supra).** In the peculiar facts of the

aforesaid case, the Supreme Court held that such application could not be allowed.

7. It may be noted here that in **Thomson Press (India) Ltd. Vs. Nanak Builders & Investors P. Ltd. and others (2013) 5 SCC 397**, the Supreme Court has examined this issue at a great length. The court has held that even a subsequent purchaser, who has purchased the property in violation of injunction order, should be impleaded as party in the suit for the specific performance of the agreement to sell so as to enable the court to comprehensively decide the case.

8. Keeping in view the aforesaid facts, no ground to interfere is made out.

9. Hence, dismissed.

10. All the pending miscellaneous applications, if any, are also disposed of.

13.03.2024
rekha
Whether speaking/reasoned : Yes/No
Whether reportable : Yes/No

(ANIL KSHETARPAL)
JUDGE