

2024:PHHC:009097

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

126

**CR-5358-2023
Date of Decision : 23.01.2024**

BALWINDER SINGHPetitioner

Versus

PARVEEN AWASTI AND OTHERSRespondents

CORAM : HON'BLE MRS. JUSTICE ALKA SARIN

Present : Mr. Namit Gautam, Advocate for the petitioner.

ALKA SARIN, J. (Oral)

1. The present revision petition has been filed challenging the order dated 12.07.2023 (Annexure P-12) passed by the First Appellate Court reversing the order passed by the Trial Court dated 18.08.2022 (Annexure P-10) thereby dismissing the application filed by the plaintiff-petitioner under Order 39 Rule 1 and 2 of the Code of Civil Procedure, 1908.

2. The brief facts relevant to the present *lis* are that the suit was filed by the plaintiff-petitioner for specific performance of 23 kanals 10 marlas of land out of 27 kanals 4 marlas bearing Khata No.2564/2809, Khasra No.328//1(8-0), 2(8-0), 8/2(3-4), 9(8-0) as entered in the Jamabandi for the year 2008-09 situated in the area of Village Rahon, Tehsil Nawanshahr, District Shaheed Bhagat Singh Nagar. It was averred in the plaint that Pargat Singh-defendant No.1 (respondent No.2 herein) for himself and as Attorney of defendants No.2 to 5 executed an agreement to sell dated

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06.12.2020 in favour of the plaintiff-petitioner. Along with the suit, an application under Order 39 Rule 1 and 2 CPC has been filed and the same was allowed by the Trial Court vide order dated 18.08.2022. Aggrieved by the said order, an appeal was preferred by the defendant No.6 (respondent No.1 herein) which came to be allowed by the First Appellate Court vide the impugned order dated 12.07.2023.

3. Learned counsel for the plaintiff-petitioner would contend that the agreement was executed by Pargat Singh who has further now sold the land to defendant No.6 (respondent No.1 herein) and that the Trial Court had given a well reasoned order which has been reversed only on the basis of surmises and conjectures.

4. Heard.

5. In the present case the case as set up by the plaintiff-petitioner himself is that the agreement to sell was entered into by Pargat Singh for himself as well as Attorney of defendants No.2 to 5. A perusal of the agreement, which has been handed over by the learned counsel in Court, reveals firstly that Pargat Singh has not entered into the agreement as Power of Attorney holder. Rather, he has entered into the agreement in his own right. On a query put by this Court as to whether Pargat Singh had any right, title or interest in the suit property, it has candidly been admitted by the learned counsel that there was only a power of attorney in favour of Pargat Singh. Further still, a perusal of the agreement to sell reveals that there is no description of the land which has been given. Though the suit has been filed for particular Khasra number, however, the agreement itself is totally bereft

of any detail. The agreement has also been executed on a plain sheet of paper. The agreement also does not mention as to who has scribed the agreement.

6. In view of the above, there is no illegality or infirmity in the impugned order. I do not find any merit in the present revision petition and the same is accordingly dismissed. Pending application(s), if any, also stand disposed off. Nothing mentioned in this order shall be construed to having a bearing on the merits of the suit.

23.01.2024
D.Bansal

(ALKA SARIN)
JUDGE

NOTE: Whether speaking/non-speaking: Speaking
Whether reportable: YES/NO