



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

CR-1924-2025 (O&M)
Date of Decision: 06.08.2025

Kapil and another ...Petitioners

V/s

M/s S.T. Infra Projects (LLP) and others ...Respondents

CORAM : HON'BLE MR. JUSTICE VIKRAM AGGARWAL

Present: Mr. Aashish Chopra, Senior Advocate with
Mr. Gagandeep Singh, Advocate, for the petitioners.

VIKRAM AGGARWAL, J

The instant revision petition, preferred under Article 227 of the Constitution of India, lays challenge to the order dated 19.11.2024 (Annexure P-14) passed by the Court of Additional District Judge, Gurugram, dismissing the appeal filed by the petitioners/plaintiffs against the order dated 16.09.2023 (Annexure P-12) passed by the Court of Civil Judge (Jr. Divn.), Gurugram, vide which the application moved by the petitioners/plaintiffs under Order 39 Rules 1 and 2 of the Code of Civil Procedure, 1908 (for short the "CPC") for the grant of ad interim injunction was dismissed.

2. The petitioners/plaintiffs (Kapil and Bhim) are both sons of one Sh. Raghuvansh @ Raghbans. He was owner in possession of land measuring 25 kanals 14 marlas [fully described in the plaint (Annexure P-9)] situated within the revenue estate of Village Maidawas, Tehsil Badshahpur, District Gurugram (hereinafter referred to as the "suit property"). A lease deed dated 10.03.2022 (Annexure P-1) was executed by Sh. Raghuvansh @ Raghbans in favour of respondent-defendant No.1 and others for a period of 20 years. The case set up by the plaintiffs was that this lease deed was



executed in a fraudulent manner by keeping the father of the petitioners/plaintiffs in dark, in a hurried manner and without permitting the father of the petitioners/plaintiffs to go through the terms and conditions thereof.

3. A transfer deed dated 13.02.2023 (Annexure P-2) was executed by Sh. Raghuvansh @ Raghbans in favour of the petitioners/plaintiffs, thus making them absolute owners of the suit property.

4. When the petitioners/plaintiffs came to know about the terms and conditions of the lease deed, they found that certain clauses were not in their interest and had been inserted without the knowledge of their father. CLU was also obtained by respondent-defendant No.1 (Annexure P-4). Upon a request having been made by the father of the petitioners/plaintiffs for cancellation of the same, an affidavit dated 28.03.2022 (Annexure P-5) was executed by respondent-defendant No.1 stating that the duration of the lease deed would be considered as 15 years instead of 20 years without altering the other clauses of the lease deed.

5. It also came to the notice of the petitioners/plaintiffs that sub-lease deed dated 27.05.2022 (Annexure P-6) had also been executed by respondent-defendant No.1 in favour of respondent-defendant No.4 and possession had also been transferred. Accordingly, legal notice dated 12.05.2023 (Annexure P-7) was issued thereby terminating the lease. When the respondents/defendants remained adamant, the suit (Annexure P-9) was filed. The relief prayed was for declaration to the effect that the tenancy of the respondents-defendants stood terminated on account of the issuance of the legal notice dated 12.05.2023 and that the sub-lease deed dated 27.05.2022 was a *sham* transaction. A decree of possession and consequential relief of permanent injunction was also sought.



6. The suit was accompanied by an application under Order 39 Rules 1 and 2 CPC for the grant of ad interim injunction. The suit was opposed by way of written statement (Annexure P-10), wherein preliminary objections were raised. On merits, all documents were stated to have been validly executed. Various details were given. Reply to the application for the grant of ad interim injunction was also filed. A separate written statement was also filed by defendant No.4 (Annexure P-11).

7. By way of the impugned order dated 16.09.2023, the trial Court rejected the application for the grant of ad interim injunction. The appeal preferred against the said decision was also dismissed by the Court of Addl. District Judge, Gurugram vide order dated 19.11.2024, leading to the filing of the instant revision petition.

8. I have heard learned Senior Counsel representing the petitioners.

9. Learned Senior Counsel submits that both Courts have erred in rejecting the application for the grant of ad interim injunction. He has referred to various documents placed on record, as also the impugned orders to bring home the point that the orders are not sustainable.

10. I have considered the submissions made by learned Senior Counsel but find the same to be devoid of merit.

11. For the grant of injunction, the petitioners/plaintiffs were required to prove that they had a *prima facie* case in their favour, that the balance of convenience was in their favour and that they would suffer an irreparable loss and substantial injury in case the injunction was not granted.

12. Concededly, a registered lease deed dated 10.03.2022 was executed by the father of the petitioners/plaintiffs in favour of respondent-defendant No.1. One of the plaintiffs i.e. plaintiff No.1 (Kapil) was a



witness to the same. There was a specific clause as regards subletting. There was also a specific clause as regards construction of a banquet hall and running of commercial activities. It was rightly found by the Courts that the question as to whether the plaintiffs could terminate the lease deed after having become owners of the suit land, would be decided after both sides led evidence. Whether the lease deed had been executed as a result of fraud or deception would also be decided only after both sides led evidence. It was rightly found that being a registered document, the lease deed carried a presumption of truth. Still further, it was not only the father of the petitioners/plaintiffs who had executed the lease deed. He was only a co-sharer/co-lessor and the other persons had not been joined as plaintiffs or defendants. None of such other persons had approached the Court alleging deception or fraud.

13. Both Courts, therefore, rightly found that no prima facie case had been made out in favour of the petitioners/plaintiffs, that the balance of convenience was not in their favour and that they had not been able to show that the non-grant of injunction would cause an irreparable loss to them.

14. This Court also finds no illegality in the aforesaid findings warranting interference.

15. That being so, I do not find any merit in the instant revision petition and the same is accordingly dismissed.

Pending application(s), if any, shall also stand disposed of.

(VIKRAM AGGARWAL)
JUDGE

August 06, 2025

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