



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

203

CR-4930-2024**Date of decision : 04.11.2025****Sanjay Virmani****..... Petitioner****versus****Sandeep Kumar Panday and others****..... Respondents****CORAM : HON'BLE MR. JUSTICE PANKAJ JAIN**

Present: Mr. Satpal Bhasin, Advocate
for the petitioner.

None for respondent No.3.

Mr. Varun Baanth, Advocate
for respondent No.4.

PANKAJ JAIN, J. (Oral)

1. Challenge is to the order dated 24.07.2024 (P-6), whereby the Trial Court has allowed the impleadment of defendant No.5 as a necessary party to the *lis*.

2. Plaintiff filed suit seeking decree of specific performance claiming that defendant No.1 and 2 entered into an agreement to sell dated 18.05.2015 in his favour.

3. Present application has been moved by defendant No.5 claiming that defendant No.1 and 2 entered into an agreement to sell the same property in his favour for valuable consideration of Rs. 81,50,000/- on 15.03.2016. An amount of Rs.75,00,000/- already stands paid at the time of execution of the agreement to sell. The present suit has been filed by the plaintiff in collusion with defendant No.1 and 2 to



defeat the rights of the applicant. Application filed under Order I Rule 10 stands allowed by the Court holding that the applicant is a necessary party and without his presence, effective decree cannot be passed.

4. Counsel for the petitioner has assailed the impugned order claiming that there is no privity of contract between the plaintiff and the newly added defendant. The newly added defendant for the purpose of the present suit can neither be termed as 'necessary' nor can be held to be a 'proper party' to the *lis*. Plaintiff being master of his suit, cannot be allowed to contest *lis* against stranger to the contract. Counsel further submits that the newly added defendant has already preferred a separate suit for specific performance.

5. Counsel for the newly added defendant-respondent has supported the impugned order. He submits that even though there is no privity of contract between the plaintiff and the newly added defendant, but the fact remains that there is an agreement to sell executed by the vendors in favour of defendant No.5. The agreement to sell propounded by the plaintiff in the present suit is a sham transaction and the suit is collusive *lis* between plaintiff and defendant No.1 and 2-the vendors. He submits that the plaintiff cannot be allowed to get the suit decreed at the back of the newly added defendant in a clandestine manner, as the same would have a bearing upon the rights of defendant No.5.

6. Having heard counsel for the parties and after carefully perusing the records of the case, this Court finds that keeping in view the fact that both the proposed vendees claim agreement to sell executed in their favour by vendors-defendant No.1 and 2 and both have preferred separate suit for specific performance, the result of the two separate *lis*



initiated by them would have a bearing upon the rights of the other. In view of the mandate under Section 19 of the Specific Relief Act 1963, it will be apt that that two suits are ordered to be tried together by the same Court of law.

7. In view thereof, the impugned order is set aside. However, with the observation that District Judge shall ensure that the two suits are tried together by the same Court of law.
8. Disposed off, accordingly.

(PANKAJ JAIN)
JUDGE

04.11.2025
Dinesh

Whether speaking/reasoned :	Yes
Whether Reportable :	No