

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH****225****CR-5152-2023 (O&M)****Date of decision: 12.12.2025****Sukhwinder Kumar Kalia****...Petitioner(s)****Vs.****Jagtar Singh and others****...Respondent(s)****CORAM: HON'BLE MS. JUSTICE NIDHI GUPTA**

Present:- Mr. Gursimran Singh Madaan, Advocate with
Mr. Jeevan Gautam, Advocate for the petitioner.

Mr. Gulzar Mohd. Advocate for
respondents No. 1, 3 to 6.

NIDHI GUPTA, J.

Present Civil Revision Petition under Article 227 of Constitution of India has been filed by the plaintiff challenging the order dated 29.05.2023 (Annexure P-13) and order dated 13.07.2023 (Annexure P-15); whereby application filed by the petitioner under Order 39 Rule 1 and 2 CPC as well as the First Appeal against the order dated 29.5.2023, has been dismissed by both the Courts below.

2. It is *inter alia* submitted by learned counsel for the petitioner that petitioner had filed a Civil Suit for specific performance of Agreement to Sell dated 06.07.2011 for land measuring 40 M. The petitioner had paid entire sale consideration of Rs.8,25,000/-. On the basis of the said Agreement, petitioner was put in possession of suit property. It is submitted that vendor of the petitioner namely Jagtar



Singh/defendant No.1 was owning 80M of land. Defendant No.1 had executed a General Power of Attorney in favour of defendant No.4 with regard to 26M of land. On the basis of the said GPA, defendant No.4 had executed Sale Deed dated 08.02.2021 in respect of 26M of land in favour of defendant No.3. It is submitted that although in the GPA executed by defendant No.1 in favour of defendant No.4, no boundaries of the land measuring 26M is mentioned; however, defendant No.4 in the Sale Deed dated 08.02.2021 has mentioned boundaries. It is submitted that accordingly two contradictory site plans have been produced by both parties before the learned Trial Court. Therefore, issue in respect of the site plans has also been framed by the learned Trial Court. However, defendant No.3 insists on raising construction and is therefore, changing the nature of the suit land. It is submitted that the only prayer of the petitioner is that nature of the suit property be not changed during the pendency of the suit.

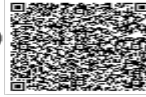
3. Learned counsel argues that the learned courts below were in error in denying ad interim injunction to the petitioner as they failed to appreciate that the Agreement in favour of the petitioner is 12 years prior to the Sale Deed executed in favour of the respondents. Therefore, there is a prima facie case in favour of the petitioner; and grave loss, and harm shall be caused to the petitioner in case impugned orders are not set aside and *ad interim* injunction is not granted in favour of the petitioner.



4. *Per contra*, Id. counsel for respondent Nos.1, and 3 to 6 submits that the petitioner only has Agreement to Sell in his favour; whereas defendant No.3 has Sale Deed in his favour. No Sale Deed is executed in favour of the petitioner. As such, there is no prima facie case of the petitioner. Furthermore, Agreement to Sell is of the year 2011; whereas Civil Suit has been filed by the petitioner after a delay of 12 years only in the year 2023. It is further disputed that the petitioner is in possession of the suit property. It is contended that as per the GPA, possession of the suit property has not been given to the petitioner. He accordingly prays for dismissal of the Revision Petition.

5. No other argument is raised on behalf of the parties. I have heard learned counsel and perused the case file in detail. I find no merit in the submissions advanced by the learned counsel for the petitioner.

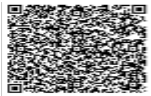
6. The petitioner has filed instant suit seeking specific performance of Agreement to Sell dated 06.07.2011. Clearly therefore, the petitioner does not have a Sale Deed in his favour and is claiming ownership only on the basis of the Agreement. On the other hand, defendant No.3 has Sale Deed dated 08.02.2021 in his favour. No doubt, the validity of the said Sale Deed is a matter of trial. Nevertheless, as a result there is no prima facie case in favour of the petitioner. Moreover, that Agreement to Sell dated 06.07.2011 is an unregistered document. On the other hand, Sale Deed dated 08.02.2021 executed by defendant No.4 in favour of defendant No.3 is a registered document.



7. It has also come on record that the alleged Agreement to Sell dated 06.07.2011 in favour of the petitioner was executed on the basis of GPA No. 1371 dated 22.06.2011 allegedly executed by defendant No.1 in favour of defendant No.2. However, the learned Courts below have noted that the perusal of the Power of Attorney No. 1371 dated 22.06.2011 clearly shows that there has never been any exchange of money between defendants No.1 and 2 nor is there any transfer of possession with regard to suit property. Thus, when possession of suit property was not handed over by defendant No.1 to his Attorney Holder/defendant No.2, possession could not have been given to the petitioner by defendant No.2. Thus, even balance of convenience is not made out in favour of the petitioner.

8. Furthermore, petitioner has not been able to make out a case that any irreparable harm or loss shall be caused to him. It has been admitted by the petitioner during the course of hearing that the suit land is joint in nature and partition has not yet taken place. It is also to be noted that defendant No.1 in his written statement, has also taken the stand that Agreement dated 06.07.2011 is a forged and fabricated document; whereas defendant No.2 in his written statement has admitted the case of the petitioner/plaintiff. In respect of contradictory site plans, the same is a matter of evidence and can only be proved upon trial.

9. Thus, the three ingredients required for grant of *ad interim* injunction are missing in the present case. Accordingly, no ground is



made out to interfere in the concurrent orders of the learned Courts below.

- 10. The present Civil Revision Petition is accordingly **dismissed**.
- 11. Pending application(s), if any, also stand(s) disposed of.

12.12.2025
Divyanshi

(NIDHI GUPTA)
JUDGE

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