



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

CR-4961-2024 (O&M)

Date of decision : 26.03.2025

Harbans Singh and others

...Petitioners

Vs.

Prem Singh and others

...Respondents

CORAM:- HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. J.S. Bhatia, Advocate
for the petitioners.

Mr. Aayush Gupta, Advocate
Mr. Abhishek Chaudhary, Advocate
for the respondents.

ANIL KSHETARPAL, J. (Oral)

1. The defendants assail the correctness of the trial Court's order refusing to reject the plaint at the threshold.
2. Sh. Mukhtiar Singh was the owner of the property. He executed a full payment agreement in favour of the plaintiff on 22.07.2004. He also executed a registered Will and a registered general power of attorney. Subsequently, Sh. Mukhtiar Singh died in the year 2008. He cancelled the power of attorney during his lifetime. Sh. Mukhtiar Singh is alleged to have entered into an agreement in favour of the petitioner in the year 1987 and subsequently, heirs sold the property in favour of the petitioner in 2014. The plaintiff filed a suit in the year 2018 claiming declaration that he is the owner in possession of the property and the alleged sale deed is not binding on his



rights. Moreover, it has been claimed that the cancellation of deed of power of attorney by Sh. Mukhtiar Singh is also illegal. The plaintiff claims to be in possession of the property. The defendants in their application filed under Order VII Rule 11 of the Code of Civil Procedure, 1908, alleged the suit to be time barred. The trial Court found that question of limitation is mixed question of law and fact. Hence, it would not be appropriate to reject the plaint on the threshold.

3. Learned counsel representing the parties have been heard at length.

4. Learned counsel representing the petitioners has submitted that from reading of the plaint it is evident that the plaintiff was in knowledge of the sale deed executed in favour the petitioner (defendant) in the year 2014.

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

6. Admittedly, the plaintiff is not a party to the aforesaid sale deed. Hence, he is not required to seek its annulment. He has to only file suit for declaration that such sale deed does not affect his rights and is not binding on him. There is a difference between a suit for cancellation as required under Section 31 of the Specific Relief Act, 1963 and a suit for declaration under Section 34 of the Specific Relief Act, 1963. Since, the plaintiff is not a party to the sale deed, hence, he is not required to seek its annulment.

7. In para 13, the plaintiff has claimed that cause of action accrued to him on 13.05.2018. At this stage, only the contents of the plaint are required to



be examined.

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

9 Hence, the revision petition is dismissed.

10. However, it will be open to the petitioner to take all objections before the trial Court, which will decide the case uninfluenced by observation made by this Court.

26.03.2025
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(ANIL KSHETARPAL)
JUDGE

Whether speaking/reasoned :	Yes	No
Whether Reportable :	Yes	No