



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

CR-7047-2023(O&M)

Reserved on: December 15, 2025

Date of pronouncement: December 18, 2025

Uploaded on: December 18, 2025

Ajai Jain and another

...Petitioners

Versus

Ashok Kumar Jain and others

...Respondents

CORAM: HON'BLE MRS. JUSTICE ARCHANA PURI

Present: Mr.Rajesh Punj, Mr.Sahej Punj and
Mr.Vaibhav Garg, Advocates for the petitioners.

Mr.Adarsh Jain, Senior Advocate with
Ms.Amandeep Kaur and Mr.Harpreet Singh, Advocates
for respondent No.1 and 2.

Mr.Gourav Singh and Mr.Himanshu Chhabra, Advocates
for respondent No.3.

ARCHANA PURI, J.

The petitioners have invoked the revisional jurisdiction of this Court under Article 227 of the Constitution of India, to assail the order dated 03.11.2023 passed by learned trial Court, thereby, dismissing the application under Order 1 Rule 10 CPC, filed for impleadment of the allottees of the project of Lotus Homz, constructed by respondent No.3, in collaboration with respondents No.1 and 2, in terms of collaboration agreement dated 14.08.2013.

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In pursuance of the notice issued, the contesting respondents made appearance through counsel.

The facts, as culled out from the paperbook, germane for the disposal of the revision petition, are noticed as herein given:-

That, petitioner No.1-Ajai Jain, who is elder son of respondents No.1 and 2, is pitted against his parents and he asserts his right over some portion of the property, allegedly purchased, in the name of the parents. It is the version coming forth that initially, Ashok Jain with his family, had shifted to Namibia and established Cotton Ginning Factory. However, due to constrained circumstances, created by the local mafia of that place, the family shifted back to India. Initially, parents of petitioner No.1 had returned back and petitioner No.1-himself returned later on, after winding up the business. Respondents No.1 and 2 purchased land measuring 44 Kanal 5 Marla from Om Prakash and Rajinder, by an agreement to sell in their favour and lease deed in favour of Ajai Jain, to the extent of 8 Kanal. Two GPAs were executed by Om Prakash and Rajinder, in favour of Ajai Jain. However, respondents No.1 and 2 obtained CLU and constructed farm house, on part of the land, known as Abhinandan Farm. Sale deeds were executed in favour of the parents of petitioner No.1 from Om Prakash and Rajinder, through GPA Ajai Jain. Subsequently, surrender of the lease deed of 8 Kanal was executed by Ajai Jain, on the basis some oral agreement with rider of his residing in Abhinandan Farm. Subsequently, State of Haryana had acquired the farm house and land measuring 3 Kanal 10 Marla, vide Award No.17 and assessed the compensation and took over the possession.

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Thereafter, both respondents No.1 and 2, parents of petitioner No.1, allegedly entered into collaboration agreement with Lotus Realtech Pvt. Ltd. to develop housing project. LOI from the State, to set up housing project was obtained. Licence No.47 was issued by the State to construct housing project. Environment clearance was also granted. However, it is the claim that petitioner No.1 was attempted to be dispossessed from the farm house and some portion of the same was also demolished, whereas, he asserts about himself to be owner of the property, which was purchased in the name of his parents. He asserts that various irregularities were committed to facilitate sanctioning of the licence as well as environment clearance, sanction of building plan, occupation certificate and so on.

While asserting so, in the year 2014, four separate suits were filed by petitioner-Ajai Jain against his parents and others. First suit was filed for mandatory injunction under Section 39 of Specific Relief Act, filed by petitioner No.1 against his parents i.e. respondents No.1 and 2, wherein, he had sought decree of permanent and mandatory injunction, in his favour and to restrain his parents, to not to dispossess him, without due process of law, from the property Abhinandan Farm or interference in his possession or demolition of the construction.

Second suit was filed for seeking declaration of the surrender of lease deed dated 20.06.2011, executed by petitioner No.1 (who is plaintiff in the suit), in favour of his father, relating to 8 Kanal. Besides the same, also sought cancellation of surrender of lease deed, relating to 8 Kanal. He also sought declaration thereby, asserting himself to be co-owner of the

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undivided share of property measuring 8 Kanal and 20 Kanal and to restrain the defendants from creating any third party rights, on the basis of the GPA executed in his favour and claimed his ownership.

Third suit was filed by petitioner No.1 against his parents as well as Rajinder and Om Prakash and Lotus Realtech Pvt. Ltd. as well as the Director General, Town and Country Planning, thereby, seeking declaration that power of attorney dated 10.07.1996, executed in his favour, is valid and subsisting and also for seeking declaration qua the legality and validity of the sale deed dated 03.07.2007 and also sought declaration about the licence granted by defendant No.6, in favour of his parents (who were defendants No.1 and 2 in the suit) to be null and void. Besides the same, also sought issuance of permanent injunction against raising of the construction in the suit land.

Petitioner No.1 had also challenged the various act of the government authorities to facilitate issuance of the licence, environment clearance, occupation certificate etc.

CR-2487-2013 was filed by petitioner-Ajai Jain to assail the order of stay granted by the trial Court, in the pending suit, which was vacated by the learned Addl. District Judge and the consequently, the application under Order 39 Rule 1 and 2 CPC was dismissed. Also, while disposing of the said revision petition, this Court, ordered that the pending three suits be consolidated and the time bound direction was given for the expeditious disposal of the matters, within a period of nine months, from the date of receipt of certified copy of the order and further also, some liberty

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was also given to seek extension of the time, in the event of unforeseen events, if the trial gets delayed.

Consequent thereupon, two suits bearing No.CS-20706-2014 and CS-3101-2015 were consolidated with suit titled 'Ajai Jain vs. Ashok Kumar Jain' bearing CIS No.CS-20331-2014, which was, as such, the lead case.

During the pendency of the suit, an application for impleadment of the allottees in the project Lotus Homz was filed by petitioner No.1 (who is plaintiff before the trial Court). Also, in the application, it was specifically mentioned about the application to have been filed in the lead case. However, the same also to be construed to have been filed in all the pending cases. Therein, it was averred about the collaboration agreement and Memorandum of Understanding (MoU) having entered into by the parents of petitioner No.1, with Lotus Realtech Pvt. Ltd., for the purpose of development of multi-storeyed building. Then, the Director General, Town and Country Planning, Government of Haryana, granted approval for the development of affordable group housing, on the plaintiff's land, albeit without proper verification and based on the illegal sale deed dated 03.07.2007. Consequently, the licence for the development of the group housing was granted, in favour of parents of petitioner No.1.

Thereafter, the suits No.CS-20706-2014 for seeking declaration and cancellation, with consequential relief of permanent injunction and CS-20331-2014 for mandatory injunction under Section 39 of Specific Relief Act, were filed in the year 2014, at the time, when the suit land was vacant

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and no construction was carried out by the defendants No.1, 2 and 5 i.e. parents of petitioner No.1 and Lotus Realtech Pvt. Ltd.

During the pendency of the said suits, defendants No.1 and 2 in nefarious collusion with Lotus Realtech Pvt. Ltd., instituted separate civil suit bearing No.69-2014 and therein, fraudulently had obtained consent decree dated 21.07.2014 to take over the possession of the land.

Furthermore, it was asserted in the application about petitioner No.1 to have not been able to lay his hands on the documentary proof of the project constructed by defendants No.1, 2 and 5, on the subject suit land. It was further claimed in the application that recently, petitioner No.1 came into possession of certain documents that are of critical importance for the fair and just adjudication of the case in hand. The newly acquired documents unveil a grave misconduct on the part of defendants No.1, 2 and 5. These documents specifically reveal that they had furnished false affidavits to statutory authorities, such as Haryana Real Estate Regulatory Authority, effectively misleading the regulatory agency. Such fraudulent conduct had created a cascading effect, severely impacting 812 innocent home buyers and 24 shop owners, who placed their trust in the project. Due to the deceptive actions of defendants, they have put their financial investment at significant risk. Therefore, 812 home buyers and 24 shop owners, become necessary and proper parties.

Further also, in the application, there is stated to be about flats to have been constructed, on the very land, that is currently under dispute. Therefore, considering the financial and legal interest of the flat and shop

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owners, in the disputed property, they are required to be impleaded in the pending suits.

No reply to the said application was filed, at the behest of the defendants, even though, the application was contested, on their behalf.

After hearing counsel for the parties, while concluding 812 allottees as well as 24 shop owners, not having any direct interest on the merits of the case, the trial Court concluded that the impleadment of proposed defendants is not necessary for the effective adjudication of the present suit.

Being aggrieved, the petitioner has come before this Court.

From the pleadings of the pending suits, placed on the paperbook, it is evident that sum and substance of the litigation is the dispute to assail the ownership and possessory rights over some portion of the suit land, relating to which, collaboration agreement was executed by the parents of the petitioner No.1 with Lotus Realtech Pvt. Ltd., who further raised flats on some portion of the suit property. Irregularities are allegedly committed by forging documents and giving wrongful affidavit and licence having so obtained, on the basis thereof and further, about the transactions of sale of flats, having undertaken by the respondent-Lotus Realtech Pvt. Ltd.

Order 1 Rule 10 CPC empowers the Court to make an addition or deletion of the parties, as necessary, in order to enable the Court to factually and completely adjudicate upon and settle all questions involved in the suit. The person to be joined, must be one, whose presence is necessary

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as a party for adjudication of the dispute. The proposed parties should have direct bearing over the merits of the pending cases.

After giving due consideration to the rival submissions and also taking into consideration the pleadings, coming on record as well as the litigation pending before various authorities, this Court, takes into consideration the assertions made in the suits, which have been consolidated. The sum and substance of the grievance of petitioner No.1-plaintiff is with regard to the furnishing of false affidavit and forging of the documents, as a result whereof, his interest was hampered and further, on the basis thereof, had also facilitated the obtaining of the requisite permissions/documents, for the purpose of completion of housing project and consequently, sale out of the flats. Much emphasis has been laid upon various wrong doings, on the part of respondents, and further also relating to the steps initiated for seeking cancellation of the licence No.47 of 2014 dated 18.06.2014, granted for setting up of affordable group housing colony, on the part of the suit land.

It is also submitted that on the basis of wrong report of the District Town Planner, Gurugram, the permission was erroneously granted and the same was challenged by the petitioners. However, wrong order was passed about there to be no force in contention of the petitioners, with regard to the report, to be forged and illegal and consequently, complaint/legal notice/representation, filed at the instance of the petitioners, was disposed of, having no merit.



Now, counsel for the petitioners submits that the said order was also further challenged and the Addl. Chief Secretary had directed to decide the matter afresh, after providing effective opportunity of personal hearing. On query by the Court, it has been disclosed that the matter is still pending before the concerned authorities.

However, this Court is consciously not touching the merits of the dispute, lest it may hamper the interest of either party in the pending suits. Suffice to consider, that the alleged wrongful conduct of the respondents, vis-a-vis, the housing project, is challenged before various authorities. Considering the same, the impleadment of 812 allottees and 24 shop owners, is only a speculative move, on the part of the petitioners. Primarily, the question to be appraised is with regard to the rights of the ownership/possession of petitioner No.1, vis-a-vis, his parents and conduct of respondents No.1 and 2, further, while entering into the collaboration agreement with Lotus Realtech Pvt. Ltd. and consequential irregularities in obtaining regulatory approvals by the respondents for the culmination of the housing project.

The petitioners, at this stage, are assuming and presuming about the decree to be passed in their favour and thus, it would be difficult for them to seek execution of the wishful decree against the allottees and the shop owners. However, there is dispute with regard to the irregularities in obtaining regulatory approvals by the respondents-defendants and with regard to the infirmities (if any so committed), qua the development undertaken on the petitioner's land, in pursuance of the collaboration

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agreement as well as MoU, entered into by the respondents. The development of the housing project has been done by the respondents, subsequent to the obtaining of the licence. It is too early to comment upon the manner of obtaining of the licence and the irregularities committed. The matter relating to the same is pending in the suits, filed at the instance of the petitioners.

Such being the factual position, at this juncture, it cannot be concluded that allottees of the flats and shop owners, are essential for decision, with regard to the flaws found in the collaboration agreement or irregularities committed in obtaining of the licence for the raising of the housing project.

In the light of the same, the proposed defendants, do not have direct bearing over the merits of the cases in hand. Such being the position, for the disposal of the suits, primarily concerning interest of petitioner No.1, to be in clash, with the interest of his parents and the subsequent collaboration, on the part of the parents, with Lotus Realtech Pvt. Ltd., as such, the proposed defendants are not necessary or proper parties, for the effective adjudication of the suits, more particularly, when the petitioners themselves are proceeding further and alleging impleadment, while presuming and assuming, about the decree to be passed by the Court, sure-shot in their favour.

In the light of the aforesaid observations, there is no merit in the application and the same has been appropriately dismissed by the trial



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Court. The order of dismissal of the application for impleadment of 812 allottees of the flats and 24 shop owners, as such, brooks no interference.

Hence, the revision petition sans merit and the same is hereby dismissed.

The pending civil misc. applications, if any, shall stand disposed of.

December 16, 2025
Vgulati

(ARCHANA PURI)
JUDGE

Whether speaking/reasoned
Whether reportable

Yes
Yes/No