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

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Date of decision:09.01.2025

SUKHWINDER SINGH

...PETITIONER

VS.

CHARAN SINGH THR HIS LRS AND ANR. ...RESPONDENTS

CORAM: HON'BLE MR. JUSTICE SUVIR SEHGAL

Present: Mr. Anuj Balian, Advocate
for the petitioner.

None for respondent No.1.

Mr. Harsh Rana, Advocate for
Mr. Anil Kumar Rana, Advocate
for respondent No.2.

SUVIR SEHGAL J. (ORAL)

1. Instant revision petition has been filed under Article 227 of the Constitution of India for setting aside order dated 30.11.2023 passed by the learned Civil Judge, Junior Division, Naraingarh.

2. Counsel for the petitioner-plaintiff states that a suit for specific performance of agreement to sell dated 17.06.2014 was filed against respondent No.1/defendant alongwith consequential relief of permanent injunction, which is being contested by respondent No.1 by filing a



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written statement, Annexure P-2. He contends that on an application, Annexure P-3, filed under Order 1 Rule 10, CPC, Trial Court by impugned order has erred in impleading respondent No.2, who is a stranger, as a party to the suit. Placing reliance upon the judgment of the Supreme Court in **Gurmit Singh Bhatia Vs. Kiran Kant Robinson and others (2020) 13 SCC 773**, he contends that the question of possession is not required to be gone into in a suit for specific performance.

3. Petition has been opposed by counsel for respondent No.2 to urges that respondent No.3, who is in possession of the suit property, is a necessary party to the litigation.

4. I have heard counsel for the parties and considered their respective submissions.

5. A perusal of the plaint filed by the petitioner shows that he has claimed a decree for possession by way of a specific performance of agreement to sell dated 17.06.2014. On the basis of the pleadings of the parties, the Trial Court framed the following issues on 07.09.2019:-

“1. Whether plaintiff is entitled for a decree for possession by way of specific performance of agreement to sell dated 17.6.2014 executed by defendant in favour of plaintiff in respect of suit land detailed in head note of plaint and for permanent injunction as prayed for?OPP.

2. Whether suit of plaintiff is not maintainable in present form?OPD.

3. Whether plaintiff has got no locus standi to file the present suit?OD.



- 4. *Whether suit of plaintiff is bad for mis-joinder and non joinder of necessary parties?OPD.*
- 5. *Whether plaintiff is guilty of suppress of true and material facts from the Court?OPD.*
- 6. *Whether plaintiff has no cause of action to file the present suit against defendants?OPD.*
- 7. *Relief.”*

6. The very first issue framed is as to whether the plaintiff is entitled for a decree for possession by way of a specific performance. It, therefore, cannot be disputed that one of the moot points for determination before the Trial Court is regarding the possession of the suit property. Respondent No.2 has placed reliance upon the orders passed by the revenue authorities to claim that he is in possession of the property. The question of possession has to be adjudicated for which purpose, presence of respondent No.2 is a must. Therefore, respondent No.2 is a necessary and proper party to suit and the application has rightly been accepted. This Court does not find any illegality in the order passed by the Trial Court.

7. There is no merit in the petition, which is hereby dismissed.

09.01.2025
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(SUVIR SEHGAL)
JUDGE

Whether Speaking/Reasoned	Yes/No
Whether Reportable	Yes/No