



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

CR-7967-2025

DECIDED ON: 22.12.2025

ROHIT SHARMA

.....PETITIONER

VERSUS

ABHISHEK MAHINDRA AND OTHERS

.....RESPONDENTS

CORAM: HON'BLE MS. JUSTICE MANDEEP PANNU

Present: Mr. Amit Jain, Sr. Advocate with
Ms. Nikita Sharma, Advocate
for the petitioner.

MANDEEP PANNU, J (ORAL)

1. The present revision petition has been filed by the petitioner, who is defendant No.2 in the suit, for questioning the order dated 11.08.2025 passed by the learned trial Court, whereby the application under Order 39 Rules 1 and 2 of the Code of Civil Procedure was allowed in favour of the plaintiff. The petitioner has further challenged the order dated 25.09.2025 passed by the learned Additional District Judge, Kaithal, who dismissed the appeal filed by the petitioner and affirmed the order of the trial Court.

2. The plaintiff states that he is a co-sharer in the agricultural land and is in peaceful and continuous possession of 17 kanals 4 marlas situated in Patti Kayasth Seth, Kaithal. He submits that he has raised construction on the land, including a shop, a boundary wall and a double-storeyed showroom, and has been using the land without interruption. The plaintiff further states that although he is a young man, he unfortunately fell into drug

addiction a few years ago, which resulted in a severe decline in his capacity to think clearly. Because of this condition, he had to undergo repeated medical treatment and was admitted multiple times to different hospitals and rehabilitation centres, during which period he was not capable of understanding or handling any legal or financial matters.

3. It is the case of the plaintiff that the defendants were aware of his addiction and of the fact that he was mentally and physically vulnerable. Taking undue advantage of this situation, the defendants allegedly procured his signatures on various papers, including an agreement to sell relating to the suit land, at a time when he was under the influence of drugs. The plaintiff asserts that he never intended to sell the land, never consented to any such transaction and never received any genuine consideration. He further states that any entries of bank transfers or payments mentioned in the alleged documents are fabricated and that he did not knowingly receive or approve any such amounts due to his impaired mental state.

4. The plaintiff also states that during period when he was admitted in rehabilitation centres and unable to manage his affairs, the defendants created false documents in collusion with others. After preparing these documents, the defendants allegedly attempted to interfere with his possession by trying to enter the land, raise construction and carve out plots. The plaintiff claims that these acts compelled him to file the present suit seeking protection of his possession and a declaration that the alleged agreement to sell is fraudulent, null and void.

5. The defendants have stated that the plaintiff is not in possession of the suit property and that the actual possession is with defendant No.2. It is further alleged that under the agreement to sell dated 11.02.2025, the

plaintiff had handed over possession of the land to defendant No.2 after receiving earnest money of Rs 1,23,14,152/-. According to the defendants, after receiving possession, defendant No.2 set up his office on the land under the name M/s Madhav Immigration and made improvements by filling earth in low lying areas and by installing pillars and barbed wires. They submit that even though the agreement is unregistered, defendant No.2 is still entitled to protection under Section 53A of the Transfer of Property Act. It is further alleged that Section 49 of the Registration Act permits an unregistered agreement to be used as evidence of part performance.

6. The defendants also argue that the plaintiff had executed the agreement to sell dated 11.02.2025 in his full senses and that the plea of drug addiction and mental instability is false and not believable. They point out that large amounts of money were transferred into the bank account of the plaintiff by defendant No.1, and the details of these transfers appear in both agreements dated 22.10.2024 and 11.02.2025. According to the defendants, the plaintiff cannot pretend ignorance about such substantial amounts being deposited in his own account. They allege that the plaintiff is dishonestly trying to avoid the transaction and is attempting to cause financial loss to the defendants, especially defendant No.2 Rohit Sharma. They say that the plaintiff's present stand is only an afterthought to escape his contractual obligations. The learned trial court had allowed the stay application filed by the plaintiff under Order 39 Rules 1 and 2 CPC and the learned Additional District Judge has also upheld the said order.

7. Since the short controversy is involved in the present revision petition, no notice is required to be issued to the respondents.

8. After considering the rival contentions and the material on record, this Court is of the view that no ground is made out to interfere in revisional jurisdiction. For deciding the controversy it is necessary to notice the legal position under Section 53A of the Transfer of Property Act. Section 53A provides a statutory protection to a transferee who seeks to protect his possession on the basis of a contract for transfer of immovable property. However, the provision itself makes it clear that where the contract is one which is required by law to be registered, such contract must be registered in order to have any effect for the purposes of Section 53A. In other words, if a party seeks to rely on an agreement to transfer right, title or interest in immovable property for consideration so as to protect possession under Section 53A, the document must be a registered document. If the document is not registered, the statute expressly says that it shall have no effect for the purposes of Section 53A. Further, reliance has been placed upon **Three-Judge Bench** of Hon'ble Supreme Court of India in '**Ameer Minhaj vs. Dierdre Elizabeth (Wright) Issar and others, 2018(3) RCR(Civil) 468**, wherein it has been held that document contained contract to transfer right, title or interest in immovable property for consideration is required to be registered if party wants to rely on same for purposes of Section 53A of Transfer of Property Act, 1882 to protect its possession over the stated property. If it is not registered document, the only consequence provided in this provision is to declare that such document shall have no effect for the purposes of the said Section 53A of the TP Act, 1882.

9. In the present case, even assuming for the sake of argument that the plaintiff executed an agreement to sell dated 11.02.2025 and even assuming that possession was delivered in part performance, the agreement

relied upon is admittedly unregistered. Since the agreement concerns transfer of rights in immovable property and requires compulsory registration, the absence of registration renders the agreement ineffective for the purposes of Section 53A. Consequently, the defendant cannot claim any protection or benefit under Section 53A nor can he derive any legal right on the basis of an unregistered agreement to sell. In the absence of a legally enforceable foundation, no discretionary injunction under Order 39 Rules 1 and 2 CPC can be granted in favour of the defendant on the strength of such an unregistered document.

10. The courts below have committed no error in declining to accept the defendant's plea. Therefore this Court finds no merit in the revision petition, which is accordingly dismissed.

11. All pending miscellaneous application(s), if any, stands disposed of.

22.12.2025

Poonam Negi

(MANDEEP PANNU)
JUDGE

Whether speaking/reasoned
Whether reportable

Yes/No
Yes/No