

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

136

CR-1392-2026 (O&M)

Date of decision: 09.04.2026

Sukhdev Singh

...Petitioner(s)

Vs.

Jagmal Singh and others

...Respondent(s)

CORAM: HON'BLE MS. JUSTICE NIDHI GUPTA

Present:- Mr. Puneet Sharma, Advocate for the petitioner.

Mr. Ashok Kumar Khubbar, Advocate
for respondents No.1 to 3.

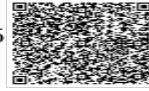
NIDHI GUPTA, J.

Present Civil Revision Petition under Article 227 of the Constitution of India has been filed by the plaintiff against the impugned order dated 02.07.2025 (Annexure P-7) passed by the Ld. Civil Judge (Junior Division), Jagadhri, whereby application (Annexure P-5) filed by the Petitioner in **CS-17-2018** for consolidation/joint trial of the connected civil suits bearing Nos. **CS-2021-2018** titled as **Sukhdev Singh Vs. Jagmal Singh & Others**; and **CS-17-2018** titled as **Sukhdev Singh Vs. Jagmal & Others**; and **CS-312-2018** titled as **Sukhdev Singh Vs. Jagmal Singh & Others**, has been dismissed.

2. Vakalatnama filed on behalf of respondents No.1 to 3 filed in Court today is taken on record.

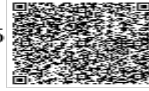
3. Brief facts of the case in chronological order are as follows: -

30.01.2018: The petitioner had filed CS-17-2018 on 30.01.2018 (Annexure P-4), titled as **Sukhdev Singh Vs. Jagmal & Others** "for declaration that



impugned sale deed dated 18.12.2017 executed by defendant No. 1 and 2 in favour of Kuldeep son of Shri Jasvinder Singh defendant No. 4 is absolutely wrong, illegal, null and void and same is liable to be set aside and consequently for permanent injunction restraining defendants from further alienating the land measuring 10 Kanal 10 Marla comprising in Khewat No. 121; Khatauni No. 188; Khasra No. 9//25/1 (2-19); Khatauni No. 189; Khasra No. 9//16(8-0) situated at Village Chaharwala, H.B. No. 289, Tehsil Jagadhri, District Yamuna Nagar as per Jamabandi for the 2015-16 by way of sale, mortgage, lease, gift, will or in any other manner either themselves or through their agents, servants, employees associates etc. or in any other manner, whatsoever, except the plaintiff and other prospective vendees of plaintiff in violation of the agreement to sell dated 20.3.17.”

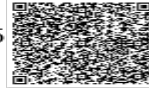
21.02.2018: On 21.02.2018, petitioner had filed second CS-312-2018 (Annexure P-1) titled as **Sukhdev Singh Vs. Jagmal Singh & Others** “for possession by way of Specific Performance of agreement to sell dated 20.03.2017 in respect of land measuring 2 Kanal 14 Marla 4 ½ Sarsahi out of land comprised in Khewat No. 121; Khatauni No. 188; Khasra No. 9//25/1 (2-19); Khatauni No. 189; Khasra No. 9//16(8-0) situated at Village Chaharwala, H.B. No. 289, Tehsil Jagadhri, District Yamuna Nagar as per Jamabandi for the 2015-16 executed by defendant Nos. 1 to 3 in favour of plaintiff on payment of balance sale consideration of Rs. 4,77,354/- or any other amount which this Hon'ble Court deems fit and proper and also for permanent injunction restraining the defendants from alienating/transferring i.e. by way of gift, lease, sale, release deed, transfer



feed etc. any specific/prima/valuable portion and more than their due share out of land measuring 10 Kanal 19 Marla or share exceeding 7 Kanal 11 Marla comprising in Khewat No. 121; Khatauni No. 188;0 Khasra No. 9//25/1 (2-19); Khatauni No. 189; Khasra no. 9//16(8-0) situated at Village Chaharwala, H.B. No. 289, Tehsil Jagadhri, District Yamuna Nagar as per Jamabandi for the 2015-16 wherein plots for residential as well as commercial purpose have been carved out after leaving the roads/streets as shown in the rough site plan attached or in any manner, whatsoever, or creating any encumbrance over the property in question and from changing the existing nature of the aforesaid land without getting the same legally partitioned by metes and bounds from any competent court of law.”

29.09.2018: Written statement dated 29.09.2018 (Annexure P-2) was filed by the defendants to the aforesaid Civil Suit.

01.04.2021: Petitioner had then filed third CS-2021-2018 (Annexure P-3) titled as **Sukhdev Singh Vs. Jagmal Singh & Others** “for permanent injunction restraining the defendants from raising any construction on the land measuring 2 Kanal 14 Maria 4% Sarsahi out of land comprising Khewat No. 121; Khatauni No. 188; Khasra No. 9//25/1 (2-19); Khatauni No. 189; Khasra No. 9//16(8-0) situated at Village Chaharwala, H.B. No. 289, Tehsil Jagadhri, District Yamuna Nagar as per Jamabandi for the 2015-16 and out of this land plots have been sold by Kuldeep Singh and Pardeep son of Shri Jagmal Singh through various sale-deeds to defendant Nos. 8 to 22 and also restraining the defendants from further alienating or transferring the land referred above by way of sale, mortgage, lease, will, gift etc. or in any other



manner whatsoever and for mandatory injunction directing the defendants to remove the construction raised on the land and to restore the land in the same position and also for separate possession of the land measuring 2K-14M-4% Sarsahi out of total land measuring 10K-10M by demolishing the constructions raised thereon.”

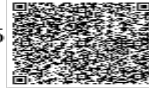
01.05.2025: On 01.05.2025, petitioner had moved instant application (Annexure P-5) praying for consolidation of the above said 3 suits.

08.05.2025: Defendants had filed reply dated 08.05.2025 (Annexure P-6) to the said application (Annexure P-5).

02.07.2025: Vide impugned order dated 02.07.2025 (Annexure P-7), the said application of the petitioner has been dismissed.

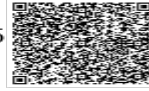
4. It is *inter alia* submitted by learned counsel for the petitioner/plaintiff that the learned Trial Court was in error in dismissing the application of the petitioner as it failed to appreciate that all the above said 3 suits pertain to and emanate from the same chunk of land measuring 10K-10M. The sole plaintiff in all the said civil suits is the petitioner. Defendants No. 1 to 7 in all the 3 suits are same. The relief claimed in the said civil suits is inter-related and cannot be granted in exclusion of each other. Findings by the learned District Courts in any of the said suits would have a bearing on the relief claimed and findings given in the other two suits. However, the learned Trial Court has failed to appreciate these facts. Hence, the application filed by the petitioner could not have been dismissed.

5. It is further submitted by learned counsel for the petitioner that the occasion to file 3 different suits arose on account of the fact that



respondents No.1 to 3 alongwith other co-vendees i.e. respondents No. 5 to 7 being owners in possession of suit land, had agreed to sell the suit land to the petitioner Vide Agreement to Sell dated 20.03.2017 for total sale consideration of Rs.28,50,000/- per acre; of which amount of Rs.5 lacs was received by them as earnest money. The target date for execution of Sale Deed was fixed as 20.02.2018. However, in the meantime, petitioner had discovered that even prior to the target date of 20.2.2018, defendant had executed Sale Deed dated 18.12.2017 in respect of 7K-10M out of 10K-10M of land. Petitioner had then filed CS-17-2018 on 30.01.2018 (Annexure P-4) for declaration that impugned Sale Deed dated 18.12.2017 executed by defendants No.1 and 2 in favour of defendant No.4 is illegal, null and void.

6. Thereafter, as the defendants had failed to execute the Sale Deed in favour of the petitioner by target date of 20.2.2018, accordingly, on 21.02.2018, petitioner filed second CS-312-2018 (Annexure P-1) for specific performance of Agreement to Sell dated 20.03.2017. It is submitted that in the written statement (Annexure P-2) filed by the defendants to the aforesaid Civil Suit for possession by way of specific performance (Annexure P-1), defendants have admitted execution of Agreement to Sell dated 20.03.2017, fixation of sale consideration of Rs.28,50,000/- per acre, stipulation of last date of Sale Deed as 20.02.2018. Receipt of earnest money has also been admitted. Respondents have also admitted execution of Sale Deed dated 18.12.2017 in favour of defendant No.4 in respect of land measuring 7K-10M. Defendants have further stated that the remaining



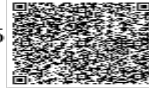
land measuring about 2K-14M was proposed to be transferred in favour of the petitioner.

7. However, in the meantime, the petitioner discovered that the defendants are planning to further sell the remaining land measuring 2K 14M and 4 ½ Sarsahi out of total chunk of land measuring 10K-10M. Consequentially, petitioner was constrained to file third CS-2021-2018 (Annexure P-3), for permanent injunction restraining the defendants from doing so.

8. It is submitted that therefore, as the dispute in all the 3 suits is primarily the same, and the suit land is identical although the relief claimed may be different due to progressive events that had transpired pursuant to the filing of the first Civil Suit for declaration, impugned order cannot be sustained.

9. It is accordingly prayed that the present Revision Petition be allowed; and the impugned order be set aside.

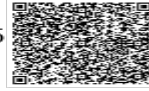
10. *Per contra*, learned counsel for respondents No.1 to 3 vehemently opposes submissions advanced on behalf of the petitioner and submits that the parties in all the three suits are not the same. It is submitted that even the suit land in all the civil suits is not same; and even the cause of action in all the 3 suits is not the same. As such, impugned order suffers from no error. Moreover, all the 3 suits are at different stages of evidence and, therefore, great inconvenience shall be caused in case the 3 suits are clubbed together. It is accordingly prayed that present Revision Petition be dismissed.



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

12. Perusal of the brief facts enumerated above shows that the suit land measuring 10K-10M is identically described in all the above said 3 suits. Petitioner Sukhdev Singh is the plaintiff in all the above said 3 civil suits. It is not disputed that even defendants No. 1 to 7 are the same in all the 3 civil suits. Thus, Parties in all the 3 suits are substantially common. The principal contesting respondents are Jagmal and subsequent purchasers claiming the rights of vendors and vendees.

13. Further, from the facts and submissions noted above it is clear that in all the above 3 suits the adjudication of rights is *inter se* the subject property bearing khasra No. 9//25/1 and 9//16 (8-0) measuring approximately 2K-14M 4 ½ Sarsahi; and all the three suits emanate from the same chain of transaction. Further, dispute revolves around the Agreement to Sell, subsequent Sale Deeds, alleged alienation, possession and construction raised over the same subject land. Filing of 3 suits has been instituted on account of the subsequent events as allegedly after entering into Agreement to Sell dated 20.03.2017 with the petitioner, the defendants No.1 and 2 have sold the parcel of the suit land measuring 10K 10M vide Sale Deed dated 18.12.2017 in the form of plots et cetera. Consequently, subsequent purchasers were impleaded as parties; thereby enlarging the factual overlap between the proceedings.

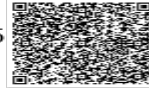


14. It is my clear view that joint adjudication of the above 3 suits is essential for effective, complete, and meaningful resolution of dispute at hand. In the impugned order, learned trial Court has merely observed that cause of action in all the 3 suits is different and, therefore, cannot be clubbed together. However, from the facts and submissions noted above, it is clear that 3 different cause of action arose in favour of the petitioner on account of subsequent events. No doubt, the evidence has progressed to advanced stage however, cross reference of evidence would be required to ensure that there is no discrepancy or contradiction in the evidence led by the parties in different suits. It is but trite that the relief claimed in all the suits is interrelated. An irreconcilable and grossly anomalous situation would arise in case learned Trial Court decrees the suit of the petitioner for specific performance without decreeing the suit for declaration. Consequentially, it is the clear view of this Court that consolidation of the suits is required for proper adjudication of the dispute at hand.

15. In holding as above, I rely upon the judgment of Delhi High Court passed in **S.C. Jain v. Bindeshwari Devi (Delhi) : Law Finder Doc Id # 215609** wherein it is observed as under: -

“8. Most common examples where such power has been invariably exercised by the courts may be noted.

8.1. One is, to relieve the plaintiff from the rigours of applicability of Order 2 Rule 2 Civil Procedure Code. Two suits touching the same cause of action may be filed by the plaintiff on the same day and the defendant may plead bar to the maintainability of one of the two suits by relying on Order 2 Rule 2 Civil Procedure Code. Strictly speaking, the bar

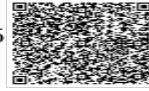


*enacted by Order 2 Rule 2 Civil Procedure Code would not come into play on account of the two suits having been filed on the same day. The proper procedure in such eventuality would be to consolidate the two suits and try them together in exercise of inherent powers under Section 151 Civil Procedure Code [see **Ganesh v. Gopal, AIR 1943 Bombay 12 (DB)**. **Harish Chandra v. Kailash Chandra, AIR 1975 Rajasthan 14**).*

*8.2. The other most common example is when two suits having been filed the matter in issue in the later suit is also directly and substantially in issue in a previously instituted suit between the same parties. Either party may by placing reliance on Section 10 Civil Procedure Code, seek stay of the subsequent suit or by placing reliance on Section 151 of the Civil Procedure Code seek stay of earlier suit on account of the latter instituted suit being wider in its scope and impact on the issues arising for decision in the earlier instituted suit. In appropriate cases the court may instead of staying one of the two suits direct consolidation of the two suits. (see **P.P. Gupta v. East Asiatic, AIR 1960 Allahabad 184**, **Chander Bhan v. Ram Lal, 1970 WLN (UC) 542**, **J.C. Batra v. Radhey Shyam, 1975 RLR 164**.*

*8.2.1. In **Manohar Lal v. Hira Lal, AIR 1962 Supreme Court 527**, their Lordships observed (vide para 39) :*

"The suit at Indore which had been instituted later, could be stayed in view of Section 10 of the Code, the provisions of that section are clear, definite and mandatory. A court in which a subsequent suit has been filed is prohibited from proceeding with the trial of that suit in certain specified circumstances. When there is a special provision in the Civil Procedure Code for dealing with the contingencies of two such suits being instituted recourse to the inherent powers under Section 151 is not justified".



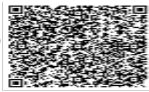
8.2.2. *It is difficult to lay down any straight jacket formula by application of which the court may distinguish between the cases liable to be stayed under Section 10 or 151 of the Civil Procedure Code or which may expediently be consolidated. It will all depend on the wisdom of the judge faced with the problem to take a decision guided by judicial experience. Broadly speaking, if consolidation is likely to create complications at the trial or may prejudice rights of the parties either because the issues are not all common or because the parties are not common, the Court may not consolidate the suits. Consolidation may be preferred to stay in the court may deem it expeditious and advantageous to do so.*

8.2.3. *The only decision taking a view to the contrary is a single Bench decision of Jammu and Kashmir HC i.e. **Mst Mugli v. Khaliq Dar, AIR 1979 Jammu & Kashmir 74**, wherein it has been held that an order consolidating the two cross suits instead of staying the subsequent suit under Section 10 Civil Procedure Code was illegal. The view taken does not appeal to me as it is opposed to the weight of the judicial authority. Indeed, none of the decisions referred to in this order by me was brought to the notice of the Court in Mst Mugli's case.*

8.3 *The third example is of cross suits. When the parties file suits against each other, though arising out of the same cause of action Consolidation would be expedient and advisable because of the identity of the cause of action and of the evidence likely to be adduced.*

9. *A few decided cases may be referred to by way of illustrations of the facts and circumstances considered relevant to exercise power to consolidate suits.*

9.1 *Two suits with different parties on the same subject matter under the same circumstances and for the same kind of relief were consolidated for the purpose of hearing so as to merge*



*them into one and treat them as one for all practical purposes in **Dharam Dass v. Dharam Dass, AIR 1917 Allahabad 336 DB.***

*9.2 Appearance of sufficient unity or similarity in the matters in issue in the suits or the fact that the determination of the suits rests mainly on a common question making it convenient to have them tried as analogous cases, was held to be a relevant consideration for exercise of power to consolidate suits without the consent of the parties in **Hari Narain v. Ram Asish Singh, AIR 1954 Patna 124** and **Nani Gopal v. Bhola Nath, AIR 1973 Patna 437.** In the latter decision the High Court of Patna has held that if the trial of two suits was likely to lead to a conflict of decisions on the same point it was a very important consideration to be kept in view for deciding the question of consolidation even without the consent of parties.”*

16. In view of the above noted, factual and legal position, the present Revision Petition is **allowed**; and the impugned order dated 02.07.2025 (Annexure P-7) is set aside. It is directed that all the three suits filed by the petitioner, be consolidated in one case i.e. in **CS-17-2018**.

17. Pending application, if any, stands disposed of.

09.04.2026
Divyanshi

(NIDHI GUPTA)
JUDGE

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