

2026:PHHC:084987



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

CR-4622-2026

Date of Decision: 29.05.2026

ASHOK KUMAR

...Petitioner

Versus

VIPIN BHATEJA AND OTHERS

...Respondents

CORAM: HON'BLE MR. JUSTICE PARMOD GOYAL

Present: Ms. Savita Bhandari, Advocate
for the petitioner.

PARMOD GOYAL, J. (ORAL)

Present civil revision petition has been preferred under Article 227 of Constitution of India by petitioner/defendant No.2 being aggrieved by impugned order dated 02.12.2025 (Annexure P-1) passed by learned Civil Judge (Junior Division), Rajpura whereby application preferred by petitioner/defendant No.2 under Order VII Rule 11 CPC, 1908 for rejection of plaint was dismissed.

2. It is the case of petitioner/defendant No.2 that from perusal of plaint regarding specific performance of writing dated 02.04.2023 as well as from earlier suit for permanent injunction, it is clear that no enforceable agreement to sell was executed between the parties nor the parties entered into any binding contract by alleged writing. It is asserted that writing is not valid being not a complete contract and, therefore, no cause of action for filing suit for specific performance is made out. It is asserted that in absence of any agreement, no cause of action arises and accordingly, rejection of

plaint was prayed for.

3. Learned Court of first instance after considering plaint filed by respondent No.1/plaintiff had concluded that in para No.2 of the plaint, respondent No.1/plaintiff has averred regarding the execution of writing dated 02.04.2023 and receipt of earnest money of Rs.50,000/- by defendant No.1 from respondent No.1/plaintiff. It was further noticed that in para No.5 of plaint, respondent No.1/plaintiff had specifically averred regarding the sale of house by defendant No.1 along with his brother Parshotam Kumar to petitioner/defendant No.2 on 11.10.2023 and had accordingly concluded that respondent No.1/plaintiff is claiming writing dated 02.04.2023 to be an agreement showing cause of action for specific performance and recorded that at this stage no ground of rejection of plaint is made out as respondent No.1/plaintiff has succeeded in showing cause of action.

4. On consideration, I find that learned Court of first instance has rightly rejected the application under Order VII Rule 11 CPC. Whether cause of action is made out or not is to be seen only with reference to plaint preferred by plaintiff. Defence of defendants cannot be considered or taken into consideration while deciding the application under Order VII Rule 11 CPC for rejection of plaint.

5. In the present case, plaintiff has specifically sought possession by way of specific performance of writing dated 02.04.2023. On one hand, as per respondent No.1/plaintiff the said writing is a valid agreement. On the other hand, case of petitioner/defendant No.2 is that no valid agreement had come in force and, therefore, no specific performance can be sought by respondent No.1/plaintiff. The issue whether writing dated 02.04.2023 was a valid agreement or not can only be decided after parties are put to evidence

and on appreciation of evidence alone it can be concluded that whether writing constitutes a valid agreement or not. Therefore, at the stage when issues are yet to be framed and evidence has to be led, it cannot be determined whether writing dated 02.04.2023 is a valid contract or not.

6. Therefore, at this stage no ground for allowing the application under Order VII Rule 11 CPC is made out. Revision petition is accordingly dismissed.

7. Pending application(s), if any, is/are disposed of accordingly.

29.05.2026
chiranjeev

(PARMOD GOYAL)
JUDGE

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