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

CR-2410-2024 (O&M)

Date of Decision : 03.02.2026

SANJEEV BHARDWAJ

.... Petitioner

VERSUS

SARVESH KUMAR JINDAL AND ORS

.... Respondents

CORAM : HON'BLE MRS. JUSTICE ALKA SARIN

Present : Mr. Sunny K. Singla, Advocate for the petitioner.

Mr. Vaibhav Sehgal, Advocate for respondent No.1.

ALKA SARIN, J. (ORAL)

1. The present revision petition has been filed challenging the order dated 01.03.2024 (Annexure P-6) passed by the learned Additional Civil Judge (Senior Division), Malerkotla whereby an application filed by the petitioner herein for impounding the alleged agreement to sell dated 24.07.2008 and for collecting the deficient stamp duty along with penalty was disposed off holding that the issue of impounding would be decided at a later stage.

2. Learned counsel for respondent No.1, at the outset, has handed over a copy of the order dated 22.11.2023 passed by this Court in CR-7022-2023. It is stated that there were in total four agreements to sell and four separate suits were filed. In an identical case between the same parties, a similar prayer was made for impounding of the agreement to sell which was

also not allowed at that stage. Aggrieved by the same a revision petition being CR-7022-2023 was filed wherein the following observations were made :

'3. In this case, it is recited in the agreement to sell that the possession of the property agreed to be sold has been delivered to the plaintiff, however, the plaintiff while filing the suit has claimed the relief of possession by way of the specific performance of the agreement to sell. It has been specifically pleaded by the plaintiff that he is not in the possession of the property. The defendant, while filing the written statement, has asserted that the possession has never been delivered to the plaintiff. In these circumstances, the delivery of possession, at the time of the agreement to sell, is itself in dispute. It is the case of the plaintiff as well as the defendant that there was no actual delivery of possession. In these circumstances, it would not be appropriate for the Court to impound the agreement to sell and direct the plaintiff to pay the stamp duty alongwith the penalty, particularly when the liability to pay the stamp duty itself is debatable.'

Learned counsel for respondent No.1 states that even in the present case the delivery of possession at the time of the agreement to sell is in dispute.

3. Learned counsel for the petitioner is not in a position to deny the fact that the dispute involved as in CR-7022-2023, wherein the petitioner

therein was represented by the same counsel, was identical to the dispute as involved in the present case.

4. In view of the above, the present revision petition is disposed off in terms of the order dated 22.11.2023 passed by this Court in CR-7022-2023. Pending applications, if any, also stand disposed off.

03.02.2026

Aman Jain

(ALKA SARIN)

JUDGE

*NOTE: Whether speaking/non-speaking: Speaking
Whether reportable: Yes/No*