

2026:PHHC:057147



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

CR-3203-2026

Date of Decision: 16.04.2026

KAPIL DEV

....Petitioner

Versus

M/S SHREE HANUMAN EXPORTER AND OTHERS

...Respondents

CORAM: HON'BLE MR. JUSTICE PARMOD GOYAL

Present: Mr. Raj Kumar, Advocate
for the petitioner.

PARMOD GOYAL, J. (ORAL)

The present revision petition is filed under Article 227 of the Constitution of India by the petitioner/plaintiff being aggrieved by order dated 22.12.2025 (Annexure P-5), passed by learned Additional Civil Judge (Senior Division), Guhla, whereby application preferred by petitioner/plaintiff for leading additional evidence was dismissed.

2. Vide application for additional evidence, petitioner/plaintiff wanted to produce order dated 21.05.2025, passed by learned Commissioner, Karnal on the complaint moved by petitioner/plaintiff. It is the case of petitioner/plaintiff that respondent/defendant No.3 was owner of property which he agreed to sell to respondent/defendant No.1 (partnership firm) through petitioner/plaintiff by way of agreement to sell dated 06.10.2017. Once respondent/defendant No.3 had agreed to sell property owned by him in favour of partnership firm, then it needed to be included in the property of partnership firm and is a relevant document for the purposes of deciding the suit for dissolution of partnership as well as rendition of accounts of the

firm.

3. However, it is worth noticing that after filing of suit wherein petitioner/plaintiff had claimed that respondent/defendant No.3 had agreed to sell the property vide agreement to sell dated 06.10.2017 which he had transferred subsequently in favour of his wife, respondents/defendants had filed an application seeking direction to petitioner/plaintiff to affix *ad valorem* court fee as petitioner/plaintiff has also claimed right on the land mentioned in para No.1 of the plaint on the basis of agreement dated 06.10.2017. The application moved by respondents/defendants for affixation of *ad valorem* court fee was dated 18.08.2018. The said application was duly replied by petitioner/plaintiff vide his reply dated 27.08.2018 wherein he specifically stated that he is not claiming any right on the basis of agreement to sell dated 06.10.2017 and had accordingly relinquished right to seek specific performance of agreement to sell dated 06.10.2017.

4. Keeping in view this fact learned Court below has concluded that since petitioner/plaintiff himself has relinquished his claim on the basis of agreement to sell dated 06.10.2017, therefore, subsequent transfer by respondent/defendant No.3 in favour of his wife is not a relevant issue/fact for deciding present suit which has been preferred by petitioner/plaintiff seeking dissolution of partnership and rendition of account of partnership by other partners. Once the property of respondents/defendant No.3 is not being claimed as property of partnership in view of the relinquishment of rights to agreement to sell dated 06.10.2017, the fact whether any inquiry was conducted by learned Commissioner or any order was passed with regard to suit property allegedly transferred by respondent/defendant No.3 (owned by him and not by firm) in favour of his wife has no relevance for the purposes

of deciding present suit seeking dissolution of a partnership form and rendition of accounts. The conclusion drawn by learned Court of first instance, therefore, cannot be held to be erroneous or perverse. Order is accordingly upheld. There is no merit in the revision petition, hence is dismissed.

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

16.04.2026
chiranjeev

(PARMOD GOYAL)
JUDGE

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