



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

(116)

CR-6890-2025

Date of Decision:-19.01.2026

JUGBIR @ JUGBEER SINGH AND OTHERS

... Petitioners

Versus

SHAMA CHAUHAN AND ANOTHER

... Respondents

-:-

CORAM: HON'BLE MR. JUSTICE VIRINDER AGGARWAL

Present: Mr. Nishant Solanki, Advocate, (Through V.C) for
Mr. Pawan Kumar Hooda, Advocate,
for the petitioners.

VIRINDER AGGARWAL, J. (Oral)

1. By way of instant revision petition filed under Article 227 of the Constitution of India, petitioner has assailed the order dated 22.12.2023, whereby the application filed by the petitioner under Order VII Rule 11 of Code of Civil Procedure (CPC) for rejection of the plaint has been dismissed.

2. Briefly stated, a suit was filed by the respondents/plaintiffs for declaration, permanent injunction and specific performance claiming that defendants No.1 to 8 vide agreement dated 27.07.2019 has agreed to sell the suit land in favour of plaintiffs and has received the total sale consideration vide various transactions (fully detailed in para 2 of the plaint). Prior thereto petitioners/defendants also executed an agreement to sell in favour of M/s CSN Estate Private Limited on 10.04.2013 thereby agreed to sell 12 kanal 10 marlas land (fully detailed in Para 4(ii) of the plaint) for a sale consideration @ Rupees 08 crores per acre in favour of the company. The company paid 1.25 crores at the time of the execution of the agreement to sell. Company is managed and controlled by plaintiff

No.1. Subsequent payments were also made vide various transactions.



Apart from agreement, a power of attorney was executed by the petitioners on 29.07.2019 in favour of plaintiffs with regard to suit land measuring 3 kanal 4 marlas (fully detailed in para 1 of the plaint).

3. Petitioners moved an application for rejection of the plaint on the grounds that suit is barred by limitation as limitation to seek specific performance of agreement to sell dated 10.04.2013 has come to an end long ago. No agreement has been executed between plaintiffs and defendants. Signatures of defendants has been obtained on some blank papers in the year 2019 and those has been misused in preparation of GPA and agreement to sell. Application after contest was dismissed by learned Civil Judge.

4. Aggrieved by the order so passed, the present revision petition has been filed.

5. I have heard arguments and gone through the file carefully.

6. Since the suit pertains to specific performance of agreement to sell executed on 27.07.2019 and the suit was filed on 01.09.2022 and plaintiffs has pleaded that cause of action has accrued a week's ago when petitioners failed to execute the sale deed. The learned Civil Judge has declined the application by recording finding that it is a matter of evidence as to if any GPA was rightly revoked or not and plaintiffs have filed a suit for specific performance of agreement to sell dated 27.07.2019 and it cannot be held to be barred by limitation. All other pleas with regard to non-execution of agreement to sell and GPA or having been fraudulently procured on blank signed papers are required to be adjudicated after evidence is led.

7. After considering the entire plaint, it cannot be concluded that the order passed by learned Civil Judge was suffering from any illegality or



perversity or calls for any interference in the revisional jurisdiction of this Court, as such, the instant petition is dismissed.

8. As a natural corollary, since the main case stands dismissed, all pending miscellaneous application(s), if any, shall also stand disposed of, as no fruitful purpose would be served by keeping them pending.

19th January, 2026
S. Pathania

(VIRINDER AGGARWAL)
JUDGE

Whether reasoned / speaking?	Yes / No
Whether reportable?	Yes / No