

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

(120)

CR-9254-2025 (O&M)

Date of Decision:-13.01.2026

RAM KUMAR AND OTHERS

... Petitioners

Versus

RAJESH

... Respondent

-.-

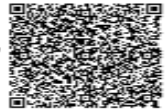
CORAM: HON'BLE MR. JUSTICE VIRINDER AGGARWAL

Present: Mr. Partap Singh, Advocate
for the petitioners.

VIRINDER AGGARWAL, J. (Oral)

1. The instant petition has been filed under Article 227 of the Constitution of India assailing the order dated 23.09.2025 passed by the learned Additional Civil Judge, Senior Division, Karnal, whereby, the application filed by the petitioners under Order VII Rule 11 of CPC has been dismissed.

2. Briefly, respondent/plaintiff alleges that an agreement to sell has been executed in his favour in respect of suit land measuring 66 kanal 06 marlas and respondent/plaintiff filed initially a suit for permanent injunction restraining petitioners from alienating the property on the allegations that they are attempting to breach the alleged agreement and *ad interim* injunction was granted in favour of respondent/plaintiff. When the suit was still pending, respondent/plaintiff instituted another Civil Suit No. CS/1113/2024 seeking possession by way of specific performance of the agreement to sell. The filing of the second suit during the pendency of the first suit demonstrates that both suits arise from the same foundational facts. Subsequently, respondent/plaintiff has withdrawn the suit for permanent injunction without seeking any permission to file fresh suit on the same cause of action. Petitioner moved an application under Order VII Rule 11 for rejection of the plaint. The application filed by the petitioners was dismissed vide



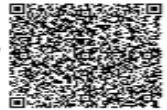
impugned order. Petitioners has assailed that order by filing the present revision petition.

3. I have heard counsel for the petitioner.

4. Counsel for the petitioners contends that the subsequent suit is clearly barred by provisions of Order II Rule 2 of CPC as during the pendency of the first suit where the relief of specific performance has not been sought. The second suit is not maintainable and that the learned Civil Judge has erred in holding that both the suits arise from different causes of action. Actually, both the suits arise from one and the same foundational bundle of facts and are based upon the same agreement to sell with regard to the same property. The provisions of Order XXIII Rule 1 (4) of CPC precludes respondent/plaintiff from filing a fresh suit and the second suit for specific performance was a premature suit as stipulated date was 15.05.2024 whereas the suit was filed on 08.05.2024, so, the impugned orders suffers from material illegality. Learned Civil Judge has not exercised the jurisdiction vested in it, as such, interference in the revisional jurisdiction is required.

5. I have gone through the file carefully.

6. The impugned order clearly states that the contention of the petitioners is not tenable at this stage as perusal of the plaint of the present suit on the face of it does not indicate that the same is barred by any provision of law. Respondent/plaintiff has explained the cause of action for specific performance suit as distinct from the cause of action from the injunction suit. Learned Civil Judge has held that the same is a triable issue and that the other allegations that agreement is vitiated by fraud and that entire earnest money has not been paid are questions of fact. The perusal of the impugned order clearly shows that the learned Civil Judge has not outrightly rejected the contentions of the petitioners/defendants rather it has been observed that the same requires adjudication on merits. It is a



settled law that for deciding the application under Order VII Rule 11 of CPC, the trial Court has to look for plaint only and the defence raised by the defendants in the written statement is not to be taken note of at that stage and in the present case in para No.5 of the plaint, respondent/plaintiff has clearly stated as under:-

“5. That plaintiff being ready and willing to perform his part of contract contacted with the defendants and requested them to perform their part of contract and to execute and register the sale deed in favour of the plaintiff in accordance with the terms of the agreement to sell dated 11.10.2023 & supplementary agreement to sell dated 29.10.2023, but the defendant has now become dishonest and they openly proclaimed that as the plaintiff has filed suit against them before the target date, as such they have come in contact with the counsel who has suggested them the various modes to avoid the lawful contract of the plaintiff and as such they are not willing to perform their part of contract, by saying that as the prices of the land in question has been increased, as such they refused to accept the request of the plaintiff and did not perform their part of the contract. Hence, the necessity arose to file and maintain the present suit for specific performance against the defendants.”

7. The learned Civil Judge was right in observing that in the present suit, respondent/plaintiff has made out a distinct cause of action as pleaded in Para No.5 of the plaint, as such, there is no illegality or perversity committed by the learned Civil Judge and the same does not call for any interference in the revisional jurisdiction of this Court, as such, the instant revision 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.

13th January, 2026

S. Pathania

(VIRINDER AGGARWAL)
JUDGE

Whether reasoned / speaking?
Whether reportable?

Yes / No
Yes / No