



IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CR-301-2020(O&M)
Date of decision: 27.08.2025

Jagdish

... Petitioner

Versus

Lakhmi Chand and others

... Respondents

CORAM: HON'BLE MR. JUSTICE VIKRAM AGGARWAL

Present: Mr. Mukesh Yadav, Advocate, for the petitioner.

Mr. Sudhir Aggarwal, Advocate, and

Mr. Ishan Aggarwal, Advocate, for the respondents.

VIKRAM AGGARWAL, J. (ORAL)

The present revision petition challenges the order dated 04.12.2019 (Annexure P-1), passed by the Court of Additional District Judge, Gurugram, dismissing the appeal filed by the appellant-plaintiff against the order dated 01.11.2018 (Annexure P-2), passed by the Court of Additional Civil Judge (Sr. Divn.), Gurugram, vide which the application filed under Order 39 Rules 1 & 2 of the Code of Civil Procedure, 1908 (for short, 'CPC') seeking grant of *ad interim injunction* was rejected.

2. The appellant-plaintiff (Jagdish) instituted a suit (Annexure P-9) for declaration and injunction. It was claimed that he, along with his brother, was owner in possession over land measuring 85 Kanals 16 marlas (fully described in the plaint), situated within the revenue estate of Village Balola, Tehsil Sohna, Sub-Tehsil Wazirabad, District Gurugram (hereinafter referred to as, '**the suit land**'). It was further asserted that the plaintiff was in possession of the suit land as a *Gair Marusi* and had never surrendered his rights in favour of any person.



2.1 It was averred that defendant No.1 and the father of defendants No.2 to 5 had prepared a relinquishment deed dated 04.07.1991, relinquishing the plaintiff's *Gair Marusi* rights without his knowledge. It was claimed that the said deed was illegal having been executed through fraud and impersonation. The plaintiff asserted that he had never appeared for the execution and registration of the said deed as he was serving in the Army and was on duty on both 04.07.1991 & 05.07.1991.

2.2. The deed was further challenged on the ground that the date of execution was mentioned as 05.07.1991, and the date of registration was shown as 04.07.1991. Vide order dated 02.05.2007, *Khasra Girdawari* had been corrected in favour of the father of defendant No.6, which was also illegal. It was averred that the plaintiff had remained in possession of the suit land as a *Gair Marusi*. He had moved an application for correction in *Khasra Girdawari* in his favour but the same was dismissed on 25.07.2018 on the ground that the plaintiff should have approached the civil Court to challenge the relinquishment deed.

2.3. It was claimed that on the basis of the relinquishment deed and the revenue entries, the defendants were attempting to forcibly dispossess the plaintiff from the suit land, as a result of which the suit was instituted.

2.4 The plaint was accompanied by an application under Order 39 Rules 1 & 2 read with Section 151 CPC for grant of *ad interim injunction* restraining the defendants from dispossessing the plaintiff from the suit land.

3. The suit was opposed by the defendants by way of a written statement (Annexure P-10). Certain preliminary objections as regards limitation, cause of action, maintainability, locus standi, non-joinder of



necessary parties, non-maintainability of a simplicitor suit for declaration, and the suit having not been properly valued for the purposes of Court fee etc. were raised.

3.1 On merits, it was contended that the suit land was not measuring 85 kanals 16 marlas but it was only 80 kanals 14 marlas. The possession of the plaintiff as a *Gair Marusi* was specifically denied. It was averred that the relinquishment deed had been validly executed and was not the result of fraud or impersonation. As regards the date of execution and the date of registration of the relinquishment deed, it was averred that the same was merely a clerical error.

3.2 It was averred that the revenue entries had rightly been made, and that the application filed by the plaintiff for correction of *Khasra Girdawri* had rightly been rejected.

3.3 It was further stated that the relinquishment deed had duly been registered, signed and executed on the instructions of the plaintiff and his brother, and that a sum of Rs.50,000/- had been received by them. All other averments made in the plaint were denied.

3.4 Reply to the application for grant of *ad interim injunction* was filed on similar lines as the written statement.

4. Vide order dated 01.11.2018, the Court of Civil Judge (Sr. Divn.), Gurugram dismissed the application for grant of *ad interim injunction*. The appeal preferred against the said order was also dismissed vide order dated 04.12.2019 by the Court of Additional District Judge, Gurugram.

5. I have heard learned counsel for the parties.



6. Learned counsel for the petitioner submits that both Courts erred in dismissing the application for the grant of *ad interim injunction*. He contends that the appellant-plaintiff had duly been able to prove that he had a *prima facie* case in his favour, that the balance of convenience was in his favour, and that he would suffer an irreparable loss and substantial injury if the injunction was not granted.

6.1 Learned counsel has referred to the orders under challenge and has submitted that both Courts failed to appreciate the fact that the relinquishment deed was a forged and fabricated document.

7. Per contra, learned counsel for the respondents submits that there is no illegality in the impugned orders.

8. I have considered the submissions made by learned counsel for the parties.

9. To make out a case for the grant of *ad interim injunction*, the appellant-plaintiff was required to establish that he had a *prima facie* case in his favour, that the balance of convenience was in his favour, and that he would suffer an irreparable loss and substantial injury if the injunction was not granted.

10. The relinquishment deed is a registered document, executed for a consideration of Rs.50,000/-. Notably, the deed was executed on 05.07.1991, and at that point of time, Rs.50,000/- was a considerable amount. Revenue entries were corrected on the basis of execution of the said relinquishment deed. Both Courts found that being a registered document, the said relinquishment deed as well as the revenue entries carry a presumption of truth, which, though rebuttable, could be rebutted only



during the course of evidence. It was rightly found that mere production of electricity bills was not sufficient to discard a registered document and the entries made in the revenue record.

11. It has also come on record that the plaintiff had three other brothers, who, surprisingly, have not joined as parties to the suit. Notably, they were also executants of the relinquishment deed. It appears that they were not aggrieved by the execution of the relinquishment deed. Not only this, the application for correction of revenue entries filed by the plaintiff was dismissed. Still further, the suit was filed more than 27 years after the execution of the relinquishment deed. The reason for such a long delay would have to be proved by the plaintiff during the course of evidence.

12. It, therefore, emerges that the appellant-plaintiff had not been able to establish that he had a *prima facie* case in his favour, or to demonstrate that the balance of convenience was in his favour, and further that he would suffer an irreparable loss and substantial injury in the absence of an injunction. Both Courts, therefore, rightly declined the grant of *ad interim injunction*.

13. I do not find any illegality or infirmity in the impugned orders warranting interference. That being so, the present revision petition is found to be devoid of merit and is accordingly dismissed.

14. Pending applications, if any, shall also stand disposed of.

(Vikram Aggarwal)
Judge

August 27, 2025

Rajan

Whether speaking / reasoned:

Yes/No

Whether Reportable:

Yes/No