



IN THE HIGH COURT OF PUNJAB AND HARYANA  
AT CHANDIGARH

(263)

CR No. 5485 of 2023 (O&M)  
Date of Decision: 14.05.2025

Nishan Singh

...Petitioner

Versus

Dilbag Singh and others

...Respondents

**CORAM : HON'BLE MR. JUSTICE VIKRAM AGGARWAL**

Present: Mr. J.S.Mahal, Advocate  
for the petitioner.

Mr. Amit Arora, Advocate  
and Ms. Shivani, Advocate  
for the respondents.

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**VIKRAM AGGARWAL, J (ORAL)**

The present revision petition is directed against the order dated 19.07.2023 (Annexure P-6), passed by the Court of Additional District Judge, Tarn Taran, dismissing the appeal against the order dated 19.04.2023 (Annexure P-5) passed by the Court of Civil Judge (Jr. Division), Tarn Taran, vide which the application preferred by the petitioner under Order 39 Rules 1 and 2 of the Code of Civil Procedure, 1908 (for short 'CPC') for the grant of *ad interim* injunction was dismissed.

2. A suit for permanent injunction was filed by the petitioner-plaintiff against the respondents-defendants. He claimed to be in peaceful and lawful possession of a plot measuring approximately 9 Marlas situated within the Lal Lakir of Abadi Deh of village Bhaini Sidhwan, Tehsil and District Tarn Taran. It was claimed that the said property was the ancestral property of one Harbans Singh who was in peaceful possession of the same.

It was averred that the petitioner-plaintiff had purchased the said plot from Harbans Singh vide agreement to sell dated 18.02.2018 for valuable consideration of Rs.1,80,000/- and at the time of execution of the agreement to sell, possession had been delivered to the petitioner-plaintiff. It was averred that Harbans Singh had expired on 13.05.2020. It was further averred that when the petitioner-plaintiff was about to raise construction, the respondents-defendants started interfering in his possession leading to the filing of the suit. The plaint was accompanied by an application (Annexure P-2) under Order 39 Rules 1 and 2 CPC for the grant of an *ad interim* injunction.

3. The suit was opposed by way of written statement (Annexure P-3). It was averred that the suit land was not the ancestral property of Harbans Singh. The ownership of Harbans Singh was also denied. It was in fact averred that the plot in dispute was vacant land situated within the *abadi* of the Village and was *Shamlat* land being used by the inhabitants of the Village for throwing garbage etc. As regards the agreement to sell, it was averred that it was a false document conferring no right whatsoever upon the plaintiff. The site plan and the photographs produced by the plaintiff were said to be false. Reply (Annexure P-4) to the application for the grant of ad interim injunction was also submitted on similar lines. The trial Court, vide order dated 19.04.2023, dismissed the application for the grant of ad interim injunction. The appeal filed against the said order was dismissed vide order dated 19.07.2023, passed by the Court of learned Additional District Judge, Tarn Taran, leading to the filing of the present revision petition.

4. I have heard learned counsel for the parties.

5. Learned counsel for the petitioner submits that the petitioner had been able to prove his possession over the plot in dispute and for the said purpose, he had duly placed on record the agreement to sell apart from the site plan etc.

6. *Per contra*, learned counsel for the respondents submits that there is no illegality in the impugned orders and that the petitioner had not been able to even prove a *prima facie* case in his favour.

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

8. For the grant of *ad interim* injunction, the petitioner was required to prove a *prima facie* case in his favour, that the balance of convenience was in his favour and that in case the injunction is not granted, he would suffer an irreparable loss. However, in the considered opinion of this Court, the petitioner was not able to even prove a *prima facie* case in his favour. He based his claim only on an agreement to sell having been executed by one Harbans Singh, who is stated to have been the owner of the plot in dispute. An agreement to sell, would not convey title. Possession, if so delivered would make the agreement liable to be registered.

9. Be that as it may, merely by producing photographs etc., petitioner could not prove his possession over the plot in dispute. He also could not dispel the case set up by respondents that the plot in dispute was a part of the *abadi* and was being used by the villagers for common purposes. The defendants produced a number of documents to demolish the case of the petitioner and were successful in doing so. Under the circumstances, both the Courts below rightly non-suited the petitioner-plaintiff. I do not find any illegality in the impugned orders warranting interference.

In view of the above, I do not find any merit in the present revision petition and the same is accordingly dismissed.

Pending application(s), if any, shall also stand disposed of.

**(VIKRAM AGGARWAL)**  
**JUDGE**

**May 14, 2025**  
Rekha

Whether speaking/reasoned	:	Yes/No
Whether reportable	:	Yes/No