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RA-RS-48-2025(O&M) in
RSA-2519-2024
JAGVINDER SINGH BRAR VS. B.S.BRAR AND ANOTHER

Present: Mr. J.S.Brar- applicant/appellant in person.

Present review application has been filed by the appellant/
plaintiff seeking review of judgment-order dated 12.05.2025; whereby
second appeal filed by the plaintiff against the concurrent judgments and
decrees of the learned Courts below, dismissing suit filed by the plaintiff
for declaration that Sale Deed No. 10918 dated 19.12.2008 is illegal, null
and void; **and** for permanent injunction restraining the defendants from
interfering in peaceful and un-interrupted continued possession of the
plaintiff on the house/plot No.126 Adarsh Colony behind Thapar College,
Bhadson Road, Patiala; **and** specific performance of the Agreement to Sell
dated 11.11.1985 executed by defendant No.1 in favour of the plaintiff in
respect of land bearing khata No. 1/74 and Khasra No. 870/7(0-6) Biswas,
now Khewat No.1/137, Khasra No.2196/870, measuring (0-6) Biswas i.e.
300 Sq. Yards situated at Adarsh Colony behind Thapar College, Bhadson
Road, Patiala; **and** for possession of portion of above said suit land, if
found in possession of the defendants; **and** for permanent injunction
restraining defendant No.2 from alienating the house/land as detailed
above in any manner, has been dismissed.

2. It is submitted by the review applicant appearing in person that the judgment dated 12.05.2025 suffers from material errors of fact and law. It is submitted that suit of the plaintiff was dismissed on the ground of limitation. However, the suit was not barred by limitation as, vide order dated 31.01.2012 passed by learned Civil Judge, Senior Division, Patiala, application of the plaintiff filed under Order 6 Rule 17 CPC for amendment of plaint had been allowed. It is submitted that in the said order dated 31.1.2012, it had been categorically recorded that the proposed amendment was not barred by limitation as no time for performance of Agreement to Sale dated 11.11.1985, had been fixed. It is contended that accordingly, as no time for performance of Agreement had been fixed then it starts to run when the plaintiff had noticed. It is submitted that suit land had been mortgaged by defendant No.1 with Housefed for a period of 20 years and it is only after redemption, that the suit could have been filed. It is accordingly prayed that the present Review Application be allowed; and the judgment dated 12.05.2025 be reviewed.

3. No other argument is raised on behalf of the review-applicant.

4. I have heard the review-applicant and perused the case file in detail. I find no merit in the submissions made by the review applicant.

5. It is the contention of the review applicant that suit was not barred by limitation as: a) no time for performance of Agreement to Sale

dated 11.11.1985, had been fixed; and b) suit land had been mortgaged by defendant No.1 with Housefed for a period of 20 years and it is only after redemption, that the suit could have been filed. However, in this regard when this Court confronts the review applicant with the finding recorded in the order dated 12.5.2025, that *“The plaintiff in his affidavit Ex.PW15/A has admitted that on 08.06.2004, he had received refund of security amount in the name of defendant No.1 vide cheque dated 08.06.2004 Ex.P-144, whereby loan on the mortgaged property was cleared.”*, the Review applicant is unable to deny the same. The review applicant admits in Court that this fact is there that suit plot was got released from Housefed, Punjab vide NOC dated 27.02.2004; and yet, suit was filed only on 22.01.2009.

6. Clearly therefore, judgment dated 12.05.2025 does not suffer from any error apparent.

7. Moreover, it is well-established position in law that a review application is not meant to permit the review applicant to re-argue the entire case and raise the points that could have been raised during the initial hearing. The order dated 12.05.2025 was passed in the presence of learned counsel for the review-applicant/appellant. An order passed by this Court can be reviewed only if there is manifest error on the face of the record meaning thereby that there is a clear and obvious mistake in the judgment. The Review Application is not meant to re-agitate

arguments or pleadings that were omitted during the hearing of the main matter. I find no such error in the order dated 12.05.2025.

8. Accordingly, the present Review Application is hereby **dismissed** being meritless.

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

02.09.2025

Divyanshi

**(NIDHI GUPTA)
JUDGE**