



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

131

CR-335-2023 (O&M)

Date of Decision : 24.02.2025

GURJEET SINGH

.... Petitioner

VERSUS

JASUPDESH SINGH AND ORS

.... Respondents

CORAM : HON'BLE MRS. JUSTICE ALKA SARIN

Present : Mr. Mukul Aggarwal, Advocate and
Ms. Pooja Sareen, Advocate for the petitioner.

Mr. Piyush Khanna, Advocate for respondents No.9 to 11.

Mr. Divanshu Jain, Advocate for respondents No.12, 14 to 18.

Service of the remaining respondents dispensed with
vide order dated 05.01.2024.

ALKA SARIN, J. (ORAL)

1. The present revision petition has been filed under Article 227 of the Constitution of India challenging the order dated 20.12.2022 passed by the learned Civil Judge (Junior Division), Chandigarh dismissing the application filed by the plaintiff-petitioner herein under Order 14 CPC.

2. Brief facts relevant to the present *lis* are that the plaintiff-petitioner herein filed a suit for specific performance of agreement to sell dated 10.02.2006 executed by defendant-respondent No.4 on behalf of defendant-respondents No.1 to 3 in respect of the property bearing number SCF No.3, Sector-22/D, Chandigarh (CP-1083). Defendant-respondent No.4 admitted the agreement to sell dated 10.02.2006 stating that the same was

executed by her on the request of defendant-respondent No.7 who had signed the agreement to sell and also admitted having received ₹20,00,000 (rupees twenty lakh) by way of cheque and ₹10,00,000 (rupees ten lakh) against receipt dated 13.02.2006. Defendant-respondent No.7 filed a written statement stating that the agreement to sell dated 10.02.2006 was forged and fabricated. Defendant-respondents No.6 and 8 also filed their written statement taking a similar stand. Defendant-respondents No.9 and 10 i.e. the Estate Officer and the Finance Secretary, U.T. Chandigarh also filed their written statement. Written statement was also filed by defendant-respondents No.12, 14, 15 and 16 who stated that agreement to sell dated 10.02.2006 was forged and fabricated and that they had become owners in view of the sale deed dated 15.01.2009 executed in their favour. It is further the stand taken that the Estate Officer (defendant-respondent No.9) had called for objections from the plaintiff-petitioner for granting No Objection Certificate (NOC) in favour of defendant-respondents No.12 and 14 to 16. The objections were submitted by the plaintiff-petitioner and after hearing the parties and after dealing with all the complaints filed by the plaintiff-petitioner, the Joint Finance Secretary rejected the complaints and the sale deed was executed in favour of defendant-respondents No.12 and 14 to 16. Subsequently on the basis of the pleadings of the parties the following issues were framed :

1. Whether the plaintiff is entitled for specific performance of the agreement to sell dated 10.02.2006 as prayed for in the head note of the plaint ? OPP

2. If issue No.1 is not proved, whether the plaintiff is entitled to alternate relief of recovery ? OPP
3. Whether the plaintiff is entitled for mandatory and permanent injunction as prayed for in the head note of the plaint ? OPP
4. Whether the plaintiff is entitled for recovery of ₹4,48,000 as *mesne* profit from defendants No.1 to 4 till the filing o the suit and further during the pendency of the suit ? OPP
5. Whether the present suit is false, frivolous and vexations ? OPD
6. Whether the plaintiff has not come to the Court with clean hands and concealed the materials facts from the Courts ? OPD
7. Whether the suit of the plaintiff is not maintainable in the present form ? OPD
8. Whether the suit of the plaintiff is time barred ? OPD
9. Whether the suit is bad for non-joinder of necessary parties ? OPD
10. Relief.

An application was filed by the plaintiff-petitioner herein under Order 14 CPC for framing of an additional issue which reads as under :

“IX-A. Whether defendants No.12 to 16 are bonafide purchasers without the notice of previous contract in favour of plaintiff? (OPD)”

Reply was filed to the said application by defendant-respondents No.12 and 14 to 16. Vide the impugned order dated 20.12.2022 the application was dismissed.

3. Learned counsel for the plaintiff-petitioner would contend that the agreement to sell in favour of the plaintiff-petitioner is dated 10.02.2006 and that the sale deed in favour of defendant-respondents No.12 and 14 to 16 is dated 15.01.2009. Hence, it was necessary to frame an issue regarding as to whether defendant-respondents No.12 and 14 to 16 are the *bonafide* purchasers.

4. *Per contra*, learned counsel for defendant-respondents No.12 and 14 to 18, who are the only contesting respondents, would contend that the stand taken by the defendant-respondents is not that they are *bonafide* purchasers. Rather, they have stated that the sale deed was executed after issuing notice to the plaintiff-petitioner who had set up a forged and fabricated agreement to sell in his favour. Various complaints were filed by the parties and after dealing with the said complaints, No Objection Certificate (NOC) was issued by the Estate Officer (defendant-respondent No.9) and the sale deed was executed in their favour and hence defendant-respondents No.12, and 14 to 16 have not even raised the said plea of *bonafide* purchasers and there is no question of issue of *bonafide* purchasers.

5. Heard.

6. In the present case the plaintiff-petitioner has approached the Court by filing the present suit for specific performance of the agreement to sell dated 10.02.2006 which in turn was stated to have been executed by defendant-respondent No.4 on behalf of defendant-respondents No.1 to 3 on the strength of an agreement to sell dated 03.12.2005 alleged to have been executed by defendants No.1 to 3 in favour of defendant-respondents No.4 and 5. The agreement to sell in question was executed by defendant-respondent No.4 only. Learned counsel for the plaintiff-petitioner has stated that in view of the fact that Clause-7 of the agreement to sell which gave the right to defendant-respondent No.4 to further sell the property, defendant No.4 entered into the present agreement to sell dated 10.02.2006 in favour of the plaintiff-petitioner. Defendant-respondents No.6 and 7 have filed their separate written statement denying the said agreement to sell and taking a stand that the same was forged and fabricated. The stand of defendant-respondents No.12 and 14 to 16 is that there is no plea of *bonafide* purchasers as the agreement to sell in question itself is forged and fabricated and based on another agreement to sell and hence defendant-respondent No.4 being not the rightful owner could not have entered into the agreement to sell qua the suit property. A perusal of the written statements filed by the defendant-respondents clearly reveal that no plea of *bonafide* purchasers has been raised by any of the defendant-respondents. When the said stand itself has not been raised, the question of framing an issue regarding *bonafide* purchasers would not arise. Further, the stand of the defendant-respondents

is that the agreement to sell itself is forged and fabricated. That being so, there would be no requirement of framing an issue qua *bonafide* purchasers.

7. In view of the above, I find no merit in the present revision petition and the same being devoid of any merit is accordingly dismissed. Pending applications, if any, also stand disposed off.

8. It is made clear any observation made herein shall not be treated as an expression of opinion on the merits of the case.

24.02.2025
Aman Jain

(ALKA SARIN)
JUDGE

*NOTE: Whether speaking/non-speaking: Speaking
Whether reportable: Yes/No*