



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

(266)

CR No. 1203 of 2022 (O&M)
Date of Decision: 21.05.2025

Baldev Singh

...Petitioner

Versus

Charanjit Singh

...Respondent

CORAM : HON'BLE MR. JUSTICE VIKRAM AGGARWAL

Present: Mr. Malkeet Singh, Advocate
for the petitioner.

None for the respondent despite service.

VIKRAM AGGARWAL, J (ORAL)

The present revision petition is directed against the order dated 24.02.2022 (Annexure P-2), passed by the Court of Additional District Judge, SBS Nagar, dismissing the appeal filed against the order dated 18.11.2021 (Annexure P-1) passed by the Court of Addl. Civil Judge (Sr. Division), SBS Nagar, 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. The fact, as emanating from the revision petition, are that the petitioner/plaintiff filed a suit for specific performance of agreement to sell dated 16.05.2016 as per which the respondent/defendant had agreed to sell the suit land to the petitioner/plaintiff for a total sale consideration of ₹20,00,000/- out of which ₹9,00,000/- was paid as earnest money and sale deed was to be executed on 15.05.2017. Since the sale deed was not executed, the suit was filed. The suit was accompanied by an application under Order 39 and Rules 1

and 2 CPC for the grant of *ad interim* injunction. Vide order dated 18.11.2021, the trial Court dismissed the application. It, however, ordered that to avoid multiplicity of litigation and to protect the rights of the petitioner/plaintiff, the respondent/defendant would intimate the Court about the name of any alienee if any deed of conveyance was executed during the pendency of the suit and even in such deed of conveyance, the fact of pendency of the suit would be mentioned. An appeal was preferred against the said order but the same was dismissed by the Court of Additional District Judge, SBS Nagar on 24.02.2022 and the order passed by the trial Court was upheld.

3. The sole grievance of learned counsel for the petitioner is that while dismissing the application under Order 39 Rules 1 and 2 and issuing a direction to the respondent/defendant to intimate the Court about any alienation, the trial Court commented on the merits of the case and in a way discarded the agreement to sell. Learned counsel submits that even the First Appellate Court reproduced the said findings of the trial Court in its order. Learned counsel submits that this examination of the matter on merits at the stage of the grant of *ad interim* injunction has gravely prejudiced the rights of the petitioner.

4. I have considered the submissions made by learned counsel for the petitioner.

5. While deciding the application for the grant of *ad interim* injunction, the trial Court recorded the following findings:-

“6. No doubt, in the present case, the plaintiff has filed the suit for specific performance of the agreement to sell, but there are quite number of circumstances, with which the agreement is shredded with doubt i.e. by not printing or writing the names of witnesses to the agreement and its parties and even spacing between the signatures and thumb impression of the defendant and body of the agreement. The said circumstances have to be

read in conjunction with J-forms placed on record, which show the relationship of commission agent and seller between the plaintiff and the defendant. It is common knowledge in this part of the country that there exists a fiduciary relationship between the commission agents and farmers and in case of any urgent need, the farmers approach their commission agents in routine for borrowing money and as security, often documents are got executed. Judicial notice of these facts can be taken from various cases, which are filed before the Courts. The defence of the defendant regarding his medical treatment is also corroborated from the copies of the documents placed on record by him. Above circumstances have the tendency to bring the execution of the agreement under a cloud and a serious question arises whether the defendant indeed had the intention to sell the property to the plaintiff? There are other factors, which make the agreement doubtful to the extent that no separate receipt of payment has been drawn, which is against the custom adopted in this part of the country and the suit has been filed on the last date of limitation period, which also has the tendency to put the readiness and willingness of the plaintiff in a serious question. Under the aforesaid circumstances, this Court is of the considered view that it would be imprudent to restraint alienation of the suit property by the defendant, because it is the main source of income for the defendant and often agriculturists are even required to mortgage their land for meeting their daily needs. Therefore, it is in the fitness of the things to decline the injunction application, especially keeping in view the principle of lis pendence under Section 52 of the Transfer of Property Act. However, in order to protect the rights of the plaintiff and to avoid multiplicity of litigation, the defendant is directed to intimate this Court the name of any alienee, if any deed of conveyance is executed, during the pendency of the suit and to mention the fact of pendency of the suit in such deed of conveyance. An entry to this effect regarding pendency of the suit shall be caused to be entered in the jamabandi pertaining to the suit shall be caused to be

entered in the jamabandi pertaining to the suit property, for which a copy of this order is directed to be sent to the concerned Collector, for doing the needful. In terms of the aforesaid discussion, the injunction application stands dismissed.”

7. These very findings were reiterated by the First Appellate Court and some part of it was also reproduced in the order. It is settled law that while deciding an application for the grant of *ad interim* injunction, Courts are not required to go into the merits of the case and should not, therefore, comment on the same. Though the trial Court stated in the concluding part of the order that the observations made in the order would not be deemed to be an expression of opinion on the merits of the case, such findings may eventually harm the petitioner.

That being so, the said findings are not sustainable. The impugned orders are, therefore modified. While setting aside the findings on merits, the direction to the respondent-defendant to intimate the Court in case of execution of any sale deed/conveyance deed during the pendency of the suit and also to mention the fact of the pendency of the suit in such sale deed/conveyance deed and consequential entry in the jamabandi is upheld. With the aforesaid modification, the revision petition is disposed of.

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

(VIKRAM AGGARWAL)
JUDGE

May 21, 2025
Rekha

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