

**IN THE HIGH OF PUNJAB AND HARYANA AT CHANDIGARH****CR-3171-2025 (O&M)****Date of Decision: September 04, 2025****Sukhbir Singh (since deceased) through LRs Petitioner**

Vs.

Santosh and others RESPONDENTS

* * * *

CORAM: HON'BLE MR. JUSTICE DEEPAK GUPTA**Present:-** Mr. Chanderhas Yadav, Advocate for the petitioner.**DEEPAK GUPTA, J.**

By way of this petition filed under Article 227 of the Constitution of India, petitioner prays to set aside the order dated 18.02.2021 (*Annexure P-8*) passed by learned Civil Judge (Jr. Divn.), Jhajjar, allowing the application under Order 39 Rules 1 & 2 CPC in favour of the plaintiffs-respondents, which order has been further affirmed by the appellate Court vide order dated 28.11.2024 (*Annexure P-10*), which is also sought to be set aside.

2. Plaintiffs – Smt. Santosh & Kaushilya Devi (*respondents herein*) claimed ownership and possession of the suit property based upon three sale deeds dated 03.09.2013 and 05.09.2013 and consequent mutations in their favour. It was alleged that defendant – Sukhbir Singh (*now petitioner through his LRs*) had no concern with the suit land. He was not even a co-sharer. However, he was bent upon to ousting the plaintiffs and was interfering in the possession of the plaintiffs. To restrain him from doing so, plaintiffs prayed for a decree of permanent injunction, and by way of a separate application under Order 39 Rules 1 & 2 CPC, prayed for *ad interim* injunction till pendency of the suit.

3. Defendant-petitioner claimed to be in possession of the suit property on the basis of an agreement to sell dated 13.06.1993 purported to be executed by erstwhile owner – Suraj Bhan in his favour. According to him, ever since that agreement to sell, he was in possession through his nephew – Birender S/o Raghbir. Suraj Bhan had expired in 2007 and his legal heirs had assured the defendant to execute the sale deed, but later on refused to do so. It was claimed further that an application for correction of khasra Girdawari was moved, but the same was wrongly rejected by the Assistant Collector, Grade-II, Jhajjar, on 23.01.2020 and appeal against that order was pending. With these submissions, prayer was made for dismissal of the suit as well as the injunction application.

4. The trial Court, based upon the documents placed on record by both the sides, accepted the application for grant of *ad interim* injunction by way of impugned order dated 18.02.2021 (Annexure P-8), which has been affirmed by the Appellate Court on 28.11.2024 (Annexure P-10), by dismissing the appeal of the defendant-petitioner.

5. Assailing the aforesaid orders, it is contended by learned counsel that petitioner having acquired right in the suit property by virtue of agreement to sell dated 13.06.1993, was entitled to protect his possession under Section 53-A of the Transfer of the Property Act. It is contended further that even if no suit for specific performance was filed based upon that agreement to sell, it did not debar the petitioner-defendant to seek protection of his possession under Section 53-A of the Transfer and Property Act. Still further, it is argued that entries in the Nehri Girdawari supports the case of the defendant to be in possession through his nephew Birender and that in all these facts and circumstances, the Courts below should have at least ordered the parties to maintain status quo.

6. After considering the submissions of learned counsel for the petitioner, this Court does not find any merit therein.

7. As observed by the Courts below, plaintiffs' title as well as possession of the suit land is *prima facie* established by the sale deeds of

September, 2013 in their favour. Defendant sought correction of khasra Girdawari by filing a petition before the Assistant Collector, Grade-II, Jhajjar, but concededly that petition has since been dismissed.

8. The document relied by the petitioner-defendant to claim his possession is an alleged agreement to sell dated 13.06.1993 purportedly executed by the erstwhile owner – Suraj Bhan. As observed by the Courts below, the original agreement to sell was not produced. Photocopy of the same was produced, which is also placed on record before this Court as Annexure P-5 and a perusal thereof would reveal that there is no mention of delivery of possession of the suit land to the defendant-petitioner. Not only this, though the agreement relied by the defendant-petitioner is of June, 1993, but till date, no suit for specific performance has been filed by the defendant-petitioner. Revenue record being in favour of plaintiffs, the plea to place reliance on Nehri Girdawari in favour of defendant's nephew at this stage, is unsustainable.

9. In the face of aforesaid facts and circumstances, the Courts below did not commit any error in coming to the conclusion that there was strong *prima facie* case in favour of the plaintiffs-respondents; that there shall be put to more inconvenience compared to defendant-petitioner, in case injunctory relief is not granted to them, and that they will suffer irreparable loss in case of refusal of such relief.

10. Consequently, there is no merit in the present revision petition in the absence of any illegality and perversity in the impugned orders passed by the Courts below. As such, the present revision petition is hereby dismissed.

September 04, 2025
Sarita

(DEEPAK GUPTA)
JUDGE

Whether speaking/reasoned?	Yes/No
Whether reportable?	Yes/No