



CR-5587-2025

-1-

IN THE HIGH COURT OF PUNJAB AND HARYANA AT  
CHANDIGARH

121

CR-5587-2025  
Date of decision :21.08.2025

SATYA PARKASH SHARMA

... PETITIONER

VERSUS

DEEPAK AND ANOTHER

...RESPONDENTS

CORAM: HON'BLE MR. JUSTICE PARMOD GOYAL

Present: Mr. R.S. Mamli, Advocate  
for the petitioner.

\*\*\*\*

**PARMOD GOYAL, J. (ORAL)**

Defendant-petitioner is aggrieved by impugned order dated 21.07.2025 (Annexure P-6) passed by Court of Additional Civil Judge (Senior Division), Yamuna Nagar at Jagadhri whereby application under Order 7 Rule 11(d) of CPC preferred by defendant-petitioner was dismissed.

2. Defendant-petitioner had sought rejection of plaint under Order 7 Rule 11 CPC on two grounds that is:-

- (1) *relief for possession by way of specific performance of agreement to sell dated 10.02.2020 and relief for permanent injunction restraining the defendant from alienating the aforesaid land by way of sale, mortgage, lease, gift or in any other manner whatsoever cannot be sought in same suit having been arisen from two different cause of action and*
- (2) *that the agreement to sell was specifically cancelled by way of notice issued by defendant and, therefore, there is no agreement to sell and this fact has not been disclosed by plaintiff in his suit.*



3. The learned Court of first instance after noting both the contentions raised on behalf of learned counsel for the defendant-petitioner has dismissed the application.

4. On consideration, I find no error with the conclusion drawn by learned Court of first instance that application under Order 7 Rule 7 CPC for rejection of plaint has got no merit. Reliance placed upon judgments titled as '*Sucha Singh Sodhi (D) Thr. LRs. Vs. Baldev Raj Walia & anr.*' 2018(1) Law Herald (SC) 304 and '*Sangita Sinha Vs. Bhawana Bhardwaj and others in Civil Appeal No. 4972 of 2025* decided on 04.04.2025 by Hon'ble Supreme Court cited by learned counsel for the petitioner are also of no help to the case of the petitioner.

5. In the present case, in fact the relief of permanent injunction seeking restrain against defendant from alienating the suit land by way of sale, mortgage, lease, gift or in any other manner is not an independent relief but consequential relief to suit for specific performance. It has also arisen from same cause of action i.e. non-performance of agreement to sell dated 10.02.2020 as alleged by plaintiff against the defendant. Therefore, these are not two different reliefs rather the second relief is consequential relief and to ensure that there is no multiplicity of litigation between the parties, therefore, learned Court of first instance has rightly rejected the plea raised by petitioner-defendant.

6. Perusal of judgment in **Sucha Singh Sodhi's** case (Supra) goes to show that Hon'ble Supreme Court had rendered said judgment in light of facts of said case. In **Sucha Singh Sodhi's** case suit for permanent injunction was filed by plaintiff (of said case) on the allegation that his possession is under



threat from defendants. Suit for permanent injunction was withdrawn with permission to file fresh suit for specific performance. Fresh suit for specific performance was filed. On application by defendants plaint was rejected under order 7 rule 11 CPC by court of first instance as well by Hon'ble High Court. Hon'ble Supreme Court however rejected objections raised by defendants to second suit under Order 7 Rule 11 on the ground that both causes of action were separate in light of provisions of Order 2 Rule 2 CPC. Application preferred by defendants for rejection of plaint was held not maintainable and suit was restored. Earlier suit was filed as there was threat to possession of plaintiff whereas subsequent suit was filed for specific performance and in light of these facts Hon'ble Supreme Court held both suits to be on different cause of action. In present case, the second relief sought by plaintiff-respondent is only consequential relief arising from same cause of action for which specific performance has been sought. Therefore, judgment cited by learned counsel for the petitioner has no applicability to the facts of the present case.

7. Similarly, in **Sangita Sinha** case (Supra), Hon'ble Supreme Court after consideration of evidence before it had concluded cancellation of agreement to be valid and held suit for specific performance to be not maintainable. The said finding was not given at the stage of Order 7 Rule 11 CPC but after consideration of evidence of parties. Moreover, factum of cancellation of agreement is a plea raised by defendant and cannot be decided at this stage and can only be decided after evidence is led by both the parties. Therefore, defendant has no cause for seeking rejection of plaint under Order 7 Rule 11 CPC. Order of Court of first instance is upheld. Revision petition is without any merit, hence dismissed. It is, however, made clear that petitioner



**CR-5587-2025**

-4-

shall be free to raise all pleas on merits before the learned Court of first instance including plea of cancellation of agreement.

8. Dismissed.

21.08.2025

manoj

**(PARMOD GOYAL)**  
**JUDGE**

Whether speaking/reasoned  
Whether reportable

Yes/No  
Yes/No