

***In the court of Ms. Harpreet Kaur, PCS
Civil Judge (Senior Division), SAS Nagar (Mohali)***

CIS Number : CS-370-2021
Date of Instt : 10.05.2021
Date of Order : 27.02.2025
Next Date : 15.04.2025

AMENDED TITLE/ HEADNOTE

1. Sh. Vinay Sethi S/o Sh. Raj Kumar Sethi, R/o G-207, Ivory Tower Sector 70, Mohall.

2. Sh. Ashwani Nagpal S/o Sh. Charan Das Nagpal, R/o H.No. F-802, Sector 66-A, Falcon View, Mohall.

...Plaintiffs

Versus

1. Naib Singh s/o Piara Singh s/o Mehma Singh R/o Village Naugiari, Tehsil Mohali, Distt. SAS Nagar, Punjab, since deceased through his LRs

- i) Malkiat Kaur (Wife),
- ii) Gurpreet Singh (son)

Both resident of Village Naugiari, Tehsil and District SAS Nagar (Mohali).

2. Lakhvir Singh S/o Gurdial Singh R/o Village Naugiari, Tehsil Mohali, Distt. SAS Nagar, Punjab

3. Ajaib Singh s/o Piara Singh R/o Village Naugiari, Tehsil Mohali, Distt. SAS Nagar, Punjab,

4. Bhupinder Singh, s/o Piara Singh R/o Village Naugiari, Tehsil Mohali, Distt. SAS Nagar, Punjab,

5. Sukhdev Singh s/o Piara Singh R/o Village Naugiari, Tehsil Mohali, Distt. SAS Nagar, Punjab,

6. Gurmail Singh S/o Mahima Singh, R/o Village Sampla, Tehsil and District Fatehgarh Sahib, Punjab,

7. Kulwant Singh S/o Surjit Singh S/o Mahima Singh R/o Village Naugiari, Tehsil Mohali, Distt. SAS Nagar, Punjab,

8. Swarn Singh, S/o Surjit Singh, S/o Mahima Singh R/o Village Naugiari, Tehsil Mohali, Distt. SAS Nagar, Punjab,

9. Gurdeep Singh S/o Surjit Singh, S/o Mahima Singh R/o Village Naugiari, Tehsil Mohali, Distt. SAS Nagar, Punjab,
10. Ravinder Kaur W/o Jagjeet Singh, Tehsil Bassi Pathana, Sampla, Pamaur, Fatehgarh Sahib 140406,
11. Sukhdeep Singh S/o Jaspal Singh, Village Sampla, Pamaur, Distt. Fatehgarh Sahib 140406,
12. Navdeep Singh S/o Jaspal Singh, R/o Sampla, Pamaur, Distt. Fatehgarh Sahib-140406,
13. Gurmukh Singh S/o Amar Singh, R/o Tehsil Bassi Pathana, Sampla, Pamaur, Distt. Fatehgarh Sahib – 140406,
14. Ranjodh Singh S/o Amar Singh, R/o Tehsil Bassi Pathana, Pamaur, Sampla, Distt. Fatehgarh Sahib – 140406,
15. Jagjit Singh S/o Amar Singh R/o Tehsil Bassi Pathana, Sampla, Distt. Fatehgarh Sahib,
16. Bahadur Singh S/o Karnail Singh, Village Sampla, Pamaur, Distt. Fatehgarh Sahib – 140406,
17. Sh. Harvinder Singh S/o Harbhajan Singh R/o Fauji Colony, Ward No. 1, Banur, Distt. Mohali 140601,
18. M/s K.L.V. Builders and Developers Pvt Ltd, having its Registered Officer at Plot No. 1253, Sector 82, JLPL Industrial Area, Mohali, Punjab 160082 through its Directors Krishan Lal Dham and Varun Dham,
19. M/S KLV Divya Builders & Developers through its Partners Krishan Lal Dham and Varun Dham, Plot No. 1253, Sector 82, JLPL Industrial Area, Mohali, Punjab – 160082,
20. Chief Administrator, Greater Mohali Area Development Authority, Phase 8, Mohali (Punjab),
21. The District Town Planner, Greater Mohali Area Development Authority, Phase 8, Mohali (Punjab).

.....Defendants

(Suit for Possession by way of Specific Performance, Mandatory Injunction and Permanent Injunction)

Application under Order 39 Rules 1 and 2 CPC

Present: Sh. Sajal Koser, Advocate, counsel for the plaintiffs.
Sh. Snehpreet Singh, Advocate, counsel for LRs Malkiat Kaur and Gurpreet Singh of defendants No. 1, 2 to 8, 10 and 12 to 16.
Sh. P.S. Bassi, Advocate, counsel for defendants No. 17 and 22.
Sh. G.S. Jagpal, Advocate, counsel for defendants No. 18 and 19.
Sh. Maninder Badwal, Advocate, counsel for defendants No. 20 and 21.
Defence of defendants No. 9 and 11 already struck off vide order dated 28.03.2024.
Name of defendant No. 23 struck off vide order dated 13.09.2024.

ORDER :

This order of mine shall dispose off an application moved by the plaintiffs under Order 39 Rules 1 and 2 of CPC read with Section 151 CPC for restraining the defendants No. 1 to 16 from alienating the immovable property described as land measuring 15 Acres 5 Kanals situated in Khewat No. 160/179, 159/178, 158/177, Khasra No. 18/24(8-0), 25/2(3-11), 26//10/2(3-13), 11/1(3-13), 27//3/2(4-0), 4(8-0), 5(8-0), 6(8-0), 7(8-0), 8(8-0), 13(9-11), 14(8-0), 15(8-0), 16(8-0), 17(6-11), 25/1(3-16), 26//9(8-0), 10/1(3-8), 26//1(7-4), marked as A, B, C, D, E, F, G & H in the site plan, situated at village Naugiari, Tehsil Mohali, District SAS Nagar, to anyone except the Plaintiffs, in any manner whatsoever, i.e. by way of executing transfer/sale documents or any mortgage deed, gift or by any indirect sale documents etc. and creating any kind of lien upon the above-mentioned property in any manner on the suit property and further restraining the defendant No. 18 and 19 from performing any kind of sale document, direct or indirect or by any other document regarding the suit property with other defendants No. 1 to 16

so as to disturb the sale transaction between the plaintiffs and defendants No. 1 to 16, during the pendency of the present suit and further restraining the defendant No. 20 and 21 from granting any CLU or approval of any kind to defendants No. 1 to 19 or to any other person or company except the plaintiffs, in respect of suit property as mentioned above, during the pendency of the suit and further restraining defendants No. 1 to 16 along with defendants No. 18 and 19 doing any act directly or indirectly by way of creating any charge and by filing partition suit and demarcating the suit property just to harass with malafide intention and debar the plaintiffs from their legal rights in respect of the above mentioned Suit property during the pendency of the present suit.

2. The brief facts as averred by the plaintiffs is that the plaintiffs are permanent residents of Mohali and are engaged in the business of development and sale of Housing and other related Infrastructure Projects and they are legally competent and entitled to invoke the jurisdiction of this Court. It is further averred that defendants No. 1 to 16 are the co-owners of the immoveable property describable as unpartitioned and undemarcated land measuring 15 Acre 5 Kanals as stated above situated at village Naugiari, Tehsil Mohali, District SAS Nagar, to the extent of their respective shares as per the Jamabandi of the said land for the year 2015-16. It is further averred that defendant No. 17 who in the present transaction acted as Real Estate Agent/Mediator is also the subscriber of the Agreement/Token Money/Sai Receipt dated 22.08.2020. It is further averred that defendants No. 18 and 19 are also doing the business under

the name and Style of KLV Builders and the plaintiffs have reason to believe that the defendants No. 1 to 16 have violated the above mentioned Agreement and have or are in the process of entering into a clandestine sale document with the said defendants. It is further averred that defendants No. 20 and 21 are the officials of GMADA who are competent authority to grant approvals etc. to the plaintiffs as well as to the defendants. It is further averred that defendants No. 22 and 23 who have been arrayed as Proforma defendants are the witnesses to due execution of the Agreement/Token Money/Sai Receipt dated 22.08.2020. It is further averred that as plaintiffs were looking for a suitable large chunk of land for their intended and proposed Housing Development Project, therefore, they came into contact with defendants No. 1 and 2, through, Property Agent Sh. Harvinder Singh S/o Harbhajan Singh, who has been arrayed as defendant No. 17 in the present case. It is further averred that during the course of discussions and deliberations held between plaintiffs and defendant No. 1 and 2 alongwith defendant No. 17, defendant No. 1 and 2 claimed that they alongwith the other defendants No. 3 to 16 are the Co-owners/Co-sharers of unpartitioned and undemarcated land measuring 15 Acre 5 Kanals as stated above situated at village Naugiari, Tehsil Mohali, District SAS Nagar (hereinafter to be referred as 'Land in Question') to the extent of their respective shares as mentioned in the Jamabandi of the 'land in question' for the year 2015-16, a copy of which was handed over by defendants No. 1 and 2 to the plaintiffs at the time of negotiations. It is further averred that the land in question is unpartitioned and is in the joint possession of defendants No. 1 to 16.

3. It is further averred that defendants No. 1 and 2 assured the plaintiffs that they have full legal authority and consent of the other co-owners/co-sharers i.e. defendants No. 3 to 16 to negotiate the rates and other terms and conditions for sale of the abovementioned 'land in question', finalize the same and enter into an Agreement of Earnest Money as well as Agreement for Sale qua the 'land in question' and defendants No. 1 and 2 also gave the entire details qua the names of the co-owners/co-sharers, the names of the other Co- Owners/Co-Sharers since deceased, their legal heirs and the respective shares of all the Co-owners/Co-sharers/Legal heirs in the 'land in question'. Apart from Naib Singh and Lakhvir Singh who have been arrayed as Defendant No. 1 and 2 who are the main protagonist and culprits, all the other Co-owners/Co-sharers/Legal heirs of the 'land in question' have been arrayed as defendants No. 3 to 16. It is further averred that with an aim to bring a World Class Housing Project on the Land in Question, the Plaintiffs formed a Joint Business Venture under the name and style of "Ashvin Earth Developers" and opened a well furnished Office at a Commercial Space describable as SCO 56, Sector 82, JLPL, Mohali after investing a huge sum of money. It is further averred that believing upon the statement and declaration given by defendants No. 1 and 2 that they have already informed qua the negotiations being held between the plaintiffs and themselves and that they have the consent from the other Co-owners/Co-sharers i.e. defendants No. 3 to 16 to finalize the rate and enter into an Agreement of sale in respect of the 'land in question', which was also confirmed and affirmed by defendant No. 17 and Performa Defendant No.

23 who is employed in AXIS bank, Landran branch and handled the accounts of the defendants No. 1 to 16 and who is known to plaintiffs since long, the negotiations were finalized and the plaintiffs agreed to purchase the 'land in question' at the consideration price fixed as agreed between the plaintiffs and defendants No. 1 and 2 and the verbal agreement regarding rate and other terms and conditions of development of 'land in question' as settled between the parties were reduced into writing in form of the Contract Agreement of Earnest Money dated 22.08.2020.

4. It is further averred that as agreed between plaintiffs and defendants No. 1 and 2, in the presence of Real Estate agent defendant No. 17, plaintiffs and defendants No. 1 and 2 as they both claimed to be authorized and on behalf of all the other Co-owners/Co-sharers i.e. defendants No. 3 to 16, entered into a Contract of sale of property by way of an Agreement of Earnest Money/Token Money Receipt which was reduced into writing and executed between the parties on 22.08.2020. The said Contract Agreement was signed between plaintiffs and Naib Singh, defendant No. 1 and Lakhvir Singh, defendant no. 2 who acted for themselves and also on behalf of all the other Co-owners/Co-sharers as their authorized persons/signatories who are defendants No. 3 to 16 and their names were also mentioned in the said Agreement. It is further averred that the said contract of sale by way of an agreement of earnest money regarding 'land in question' was witnessed by Sh. Kuldeep Singh s/o Raghbir Singh as witness No. 1 and the other witness was Sh. Gurmeet Singh who is the relative of one of the seller party to the

agreement and is working at a senior level in Axis Bank, Branch Landran and these both persons have been arrayed as Proforma Defendants at Sr. No. 22 and 23 of the Memo of parties in the present Suit. It is further averred that the Real Estate Agent Sh. Harvinder Singh, defendant no. 17 through whom the deal was finalized subscribed the said Agreement dated 22.08.2020 in his own handwriting and also appended his signatures on the Agreement as confirmation of the settlement of terms and conditions and execution of the same. It is further averred that the property dealer who has been arrayed as defendant No. 17 and the witnesses who have been arrayed as Performa Defendants at no. 22 and 23 in the present suit have been impleaded to bring the truth qua the transaction on record, from which defendants 1 to 16 have resiled. It is further averred that as per the agreed terms and conditions of the said contract agreement dated 22.08.2020, the consideration sum fixed for the said land was Rs.1,85,00,000/- per Acre and as agreed between the parties and in fact on the asking of defendants No. 1 and 2 that initially they will execute Agreement/Token Money Receipt and later on they will execute an Agreement of Sale to be executed on 30.11.2020 as per the same terms and conditions already finalized in the Contract Agreement of earnest money, in favour of plaintiffs and took the responsibility of getting the signatures/thumb impressions of all the other Co-owners/Co-sharers (i.e. Defendants No. 3 to 16) upon the agreement of sale, as agreed between the parties to the Agreement on the assurance of the defendants No. 1 and 2, plaintiffs paid a sum of Rs. 50,00,000/- (Rupees Fifty lacs only) as an earnest money/Sai to defendants No. 1 and 2 who received the same for

themselves and on behalf of all the other Co-owners/Co-sharers i.e. defendants No. 3 to 16. It is further averred that since, plaintiffs were to verify certain documents/information as reflected in the Jamabandi, therefore, as per mutual agreement, on the day of execution of Agreement of Earnest Money/Token Receipt/Sai, Rs. 1,68,000/- was paid in cash and the remaining amount of Rs. 48,32,000/- was paid through account payee post dated cheques all dated 30.08.2020 issued in the names of Co-owners/Co-sharers, defendants No. 1 to 16 as per the demand of defendants No. 1 and 2 and they both also stated that as they are authorized, they will receive cheques of earnest money on behalf of all the other Co-owners/Co-sharers i.e. defendants No. 3 to 16 and they also stated the tentative amount to be given to themselves and the other Co-owners/Co-sharers as per their respective shares, the details of which are given as under:-

- i) 3 Cheques No. 026416, 026418 and 026417 all dated 30.08.2020 for Rs. 5,00,000/- each in favour of Sh. Naib Singh (Defendant no. 1), Sh. Bhupinder Singh (Defendant No. 4) and Sh. Sukhdev Singh (Defendant no. 5) respectively.
- ii). 3 Cheques No. 026419, 026415 and 026426 all dated 30.08.2020 for Rs. 7,00,000/- each in favour of Sh. Lakhvir Singh (defendant No. 2), Sh. Gurmel Singh (defendant No. 6) and Sh. Bahadur Singh (defendant No. 16) respectively.

iii) 3 Cheques No. 026424, 026425 and 006340 all dated 30.08.2020 for Rs. 2,33,000/- each in favour of Sh. Gurmukh Singh (defendant No. 13), Sh. Ranjodh Singh (defendant No. 14) and Sh. Jagjit Singh (defendant No. 15) respectively.

iv) 3 Cheques No. 026420, 026421 and 026422 all dated 30.08.2020 for Rs. 77,666/- each in favour of Smt. Ravinder Kaur (defendant No. 10), Sh. Sukhdeep Singh (defendant No. 11) and Sh. Navdeep Singh (Defendant No. 12) respectively.

v) 3 cheques No. 480487, 480485 and 480486 all dated 30.08.2020 for Rs. 1,00,000/-, Rs. 1,00,002/- and Rs. 1,00,000/- in favour of Sh. Gurdeep Singh (defendant No. 9), Swarn Singh (defendant No. 8) and Sh. Kulwant Singh (defendant No. 7) respectively.

5. It is further averred that the cheques of earnest money were received by defendants No. 1 and 2 for their shares as well as for the shares of defendants no. 3 to 16 i.e. Rs 1,68,000/- were given in cash plus Rs.48,32,000/- by way of abovementioned account payee cheques and the total amount of earnest money given to defendants No. 1 and 2 was Rs.50,00,000/- (Rupees Fifty Lacs only). It is further averred that almost all the cheques were filled up by Gurmeet Singh defendant No. 23 and the payment was made in the presence of the witnesses and the cheques are already in possession of the defendants No. 1 to 16. It is further averred

that as per the express and agreed terms of the Contract Agreement of the earnest money, defendants No. 1 and 2 acting on behalf of the other defendants No. 3 to 16, as legally authorized representative/attorney holders agreed that they will bring 30 years authenticated documents/fard etc. of the abovementioned property and upon receipt of another sum of Rs. 1,35,00,000/-, will execute an agreement to sell in favour of plaintiffs on or before 30.11.2020 and they both also undertook the responsibility to get the signatures/thumb impressions of the other co-owners/co-sharers on the said agreement to sell to be executed on or before 30.11.2020. It is further averred that the date of final payment and registration of sale deed was fixed as 22.08.2022 and it was also agreed in writing that in case defendants No. 1 and 2 who acted as authorized persons/signatory of defendants No. 3 to 16 will fail or refuse to execute agreement to sell in favour of plaintiffs as agreed above and/or refuse to comply with the contract agreement dated 22.08.2020, then, Defendants no. 1 and 2 agreed that the plaintiffs shall be entitled to get the registry done through specific performance from a Court of law and/or Defendants no 1 and 2 further agreed to pay a sum of Rs. 7,40,00,000/- (Rupees Seven Crores and Forty Lacs Only) as damages/compensation to the plaintiffs in the event of above mentioned default. It is further averred that both Defendants No. 1 and 2 claiming themselves as authorized persons acting with consent of the other co-owners/co-sharers i.e. defendants No. 3 to 16 also agreed in writing that they were bound to execute registered sale deed of 4 acres of land in favour of plaintiffs by December 2020. They also undertook to provide consent letter as required by GMADA for the approval of project

for the remaining land and also agreed to provide all necessary documents, including consent letter required by GMADA for development of said land, 30 years fard of land etc. to the plaintiffs and to provide necessary documents for the approval of the project from GMADA. It was also agreed between the plaintiffs and defendants No. 1 and 2 acting as authorized persons on behalf of Defendants no. 3 to 16 that after the Registration of 4 acre of land as agreed above till the registration of the remaining land the possession of the whole land will be handed over to the plaintiffs to initiate development etc., for which Rs.30,000/- as Contract (Theka) charges of remaining land (i.e. 11 acres 5 kanal) will be paid to the defendants No. 1 to 16 and further plaintiffs will be entitled to initiate steps for the development of land including making of roads, installation of flags etc.

6. It is further averred that when in the month of September, plaintiffs came to know that neither defendant No.1 Naib Singh and defendant No.2 Lakhvir Singh nor all the other co-owners i.e. defendants No. 3 to 16 have presented the cheques of earnest money for encashment, the plaintiffs contacted both Naib Singh and Lakhvir Singh defendants No. 1 and 2 who did not give any sufficient and plausible reply. Apparently, they did not deny the compliance of the Agreement and continued to assure the plaintiffs that they and all the other co-owners will execute the Agreement to sell on the date fixed and will fully comply with the Agreement dated 22.08.2020 but the Plaintiffs noticed that they were not taking any positive steps to honour their commitment and promise. It is further averred that it was clearly agreed and understood between the

plaintiffs and defendant No.1 and 2 that all the Sellers/Co-owners will present the cheques for encashment on the dates given on the cheques and the plaintiffs being financially sound and always ready and willing to perform their part of the contract and purchase the above mentioned land, having got apprehension that Naib Singh and Lakhvir Singh, defendant No.1 and 2 and other co-owners i.e. defendants No. 3 to 16 seem to be backing out from the Agreement, issued a Registered AD Legal Notice dated 27.11.2020 demanding the compliance of the Agreement of Earnest Money dated 22.08.2020. It is further averred that after waiting for any positive response for about 15 days, the plaintiffs again issued a notice dated 18.11.2020 again asking for the compliance of the above agreement so that the deal is finalized and executed. However, thereafter on 24.12.2020, the plaintiffs received a joint reply to their first notice dated 27.11.2020 from Naib Singh and Lakhvir Singh, defendants No. 1 and 2 alongwith all the other Co-owners/Co-sharers i.e. defendants No.3 to 16. It is further averred that in the reply of the said Legal Notice dated 27.11.2020, the defendants No. 1 to 16 intentionally denied the truth and tried to conceal the facts of the deal with the plaintiffs and took a complete false and concocted story in the reply dated 18.12.2020.

7. It is further averred that the fraudulent intention of the defendants No. 1 to 16 to induce, deceive and cheat the plaintiffs in criminal conspiracy with each other, since inception, is further evident from the fact that at the time, defendants No.1 to 16 induced the plaintiffs to enter into an Agreement of Earnest Money and deliver an amount of Rs. 50 lacs to them by way of cash and cheques, they had the dishonest

intention to sell the property elsewhere in case they get a higher rate and this is evident from the fact that the very next day after entering into agreement of earnest money for selling the abovementioned land, the defendants No.1 to 16 through dealer defendant no.17 approached the plaintiffs for enhancing the rate by Rs. 5 lacs i.e. from 1.85 crores per acre which was settled and finalized, to Rs. 1.90 crores per acre as they informed that they have got a new offer at the enhanced rate of Rs. 5 lacs per acre (i.e. Rs. 1.90 crores per acre) from someone, which demand plaintiffs refused, as the rate and main terms and conditions were already finalized and settled and the agreement for earnest money was complete. Their intention to cheat the plaintiffs came true when a couple of months ago, plaintiffs came to know from some market sources that without cancelling the agreement of earnest money and refunding the cash and cheques received by them, defendants No.1 to 16 have clandestinely sold the said land or some part thereof to some third party at a higher rate and malafidely took a false stand and denied the agreement and receipt of earnest money. It is further averred that since, all defendants No.1 to 16 committed criminal breach of trust and cheated the plaintiffs in criminal conspiracy with each other, therefore, the plaintiffs filed a complaint with the concerned Police Authorities for taking appropriate action against defendants No.1 to 16. It is further averred that in the meanwhile, recently, from some reliable sources, plaintiffs got the information that defendants No. 1 to 17 are in the process and in fact have sold some portion of the land in question to defendants No. 18 and 19 or to any other person at higher rates. The act and conduct of the Defendants no. 1 to 17

supports and corroborates the apprehension of the plaintiffs that defendants No. 1 to 17 have resiled from their commitment and they have sold some part of the land and in the coming few days are going to sell the remaining land in question to third person i.e. defendant No. 18 and 19 or to any other buyer at higher rates, and therefore, the plaintiffs have no other option but to immediately file the present suit alongwith the application under Order 39 Rules 1 and 2 CPC. Plaintiffs have submitted that strong prima-facie case exists in their favour, balance of convenience also lies on their side and if the relief as prayed for is not granted they would suffer irreparable loss and injuries which cannot be compensated in terms of money. In support of his contention, ld. Counsel for the plaintiffs has placed on record the documents i.e. copy of Agreement/Token Money Receipt, copy of Jamabandi handed over by defendants No. 1 and 2, photocopies of cheques, copy of legal notice dated 27.11.2020, copy of another notice dated 18.12.2020, copy of reply to first notice dated 27.11.2020 and copy of site plan being circulated by defendants No.18 and 19 in the market which includes the land in question. Hence, the present stay application. In support of their case, plaintiffs have relied upon the case law such as *“Martin Burn Ld. Vs. R.N. Banerjee” 1958 SCR 514 (SC)*, *“Ramji Lal Mohinde Kumar Vs. Smt. Naresh Kumari” 1983 SCC Online Del 38 (Delhi)*, *“Parkash Singh Vs. State of Haryana” 2002 SCC Online, 61 (P&H)*, *“Dalpat Kuma and another Vs. Prahlad Singh and others” (1992) 1 SCC 719 (SC)*, *“AXIS Bank Ltd. Vs. MPS Greenery Developers Ltd.” 2010 SCC Online Cal 1717 (Kolkata)*, *“Satya Parkash and anr. Vs. First*

Additional Judge” 2002 SCC Online All 171 (Allahabad), “Ram Bharosi Vs. Bhagirath” 2014(3) Civ CC 784 (Rajasthan), “Bhawana Vs. Navneet” 2014 SCC Online (Bombay) 1764, “R. Radhakrishnan Vs. G. Ekambaram” 2011 SCC Online (Delhi), “V. Dhanasingu Vs. Jayachandran and Anr.” SA No. 536/2022 (Madras).

8. Upon notice, LRs of defendant No. 1 filed their separate written statement, wherein they took the preliminary objections to the effect that the present suit is not legally maintainable in present form, the plaintiffs have not approached this Court with clean hands and have suppressed the true material facts from this Court, the plaintiffs have no locus standi and no cause of action to file the present suit, the plaintiffs have made a false statement as to material facts and has not come to the Court with clean hands, the plaintiffs are estopped by their own act and conduct, the requisite court fee has not been affixed and the suit is without cause of action as there is no agreement between the plaintiffs and defendants No. 1 to 16 and even after the amendment of the civil suit plaintiffs have no cause of action on the basis of forged and fabricated documents dated 22.08.2020. On merits, it is averred that defendants No. 1 to 16 were co-owners and co-sharers of the immoveable property/land measuring 15 Acre 05 Kanals situated at Village Nagiari, Tehsil & Distt. SAS Nagar, Mohali, but it is denied that any agreement/token money/sai receipt dated 22.08.2020 is scribed between plaintiffs and defendants No. 1 to 16. It is averred that defendant No. 17 Harwinder Singh of Banur is a property agent who met defendants No. 1 to 16 with regard to purchase their land and offered Rs.1,85,00,000/- per acre, but defendants No. 1 to

16 refused to sell their land. It is averred that defendants No. 1 to 16 prior to 22.08.2020 never met with plaintiffs Vinay Sethi and Ashwani Nagpal, therefore, no deal was finalized between them as such no question arises that defendants No. 1 to 16 violated any agreement and defendants No. 1 to 16 are free to sell their property to anyone. It is denied that performance defendants No. 22 and 23 are the witnesses of the alleged agreement/ token money/sai dated 22.08.2020, the alleged document dated 22.08.2020 is prepared by plaintiffs by forged and fabricated in conspiracy and connivance with defendant No. 17. It is further averred that the present suit has been filed by the plaintiffs in collusion with defendants No. 17, 22 and 23. It is denied that defendants No. 1 and 2 assured the plaintiffs that they have full legal authority and consent of other defendants No. 3 to 16 to negotiate the rates and the other terms and conditions for sale of any land or finalize the same and to enter into any agreement, token money, sai, for sale qua the said land or given any details qua the names of the co-sharers or their legal heirs, as such defendants No. 16 have no concern with the office of plaintiffs. It is further averred that when no verbal agreement regarding rate and other terms and conditions of development of land was settled between the parties, the question of reducing the same into writing 22.08.2020 does not arise. It is further denied that defendants No. 1 and 2 had agreed to execute any agreement to sell, alleged to be executed on 30.11.2020 and took responsibility for getting signature/thumb impression of defendants No. 3 to 16, the alleged agreement/token money/sai is totally forged and fabricated document and has been illegally and fraudulently procured by

the plaintiffs in connivance with defendant No. 17. It is denied that defendants No. 1 and 2 agreed that the plaintiffs shall be entitled to get the registry done through specific performance from a Court of law or further defendants No. 1 and 2 agreed to pay a sum of Rs.7,40,00,000/- as damages/compensation to the plaintiff in default. It is further averred that the complaint given by the plaintiffs against defendants No. 1 to 16 to the concerned police authorities has been consigned into the record room after proper investigation vide report dated 04.08.2021. Remaining averments have been denied and prayer for dismissal of the application has been made.

9. Defendants No. 2,3,4,5,6,7,8, 10 and 12 to 16 have filed their separate written statements wherein they have taken the same plea as taken by LRs of defendant No. 1 in their written statement. To support their case, defendants No. 1,2, ,4,5,6,7,8, 10 and 12 to 16 have relied upon the case law i.e. *"Promatha Nath Mittra & Ors. vs Gostha Behari Sen & Ors (Privy Council)" 1932 AIR (Privy Counsel) 43. (Law Finder Doc ID 285072), "Janardan Das & Ors Vs. Durga Parsad Aggarwalla & Ors" (SC) 2024 0 Supreme(SC) 933, "Gampala Naga Raju Vs. Sahaik Nazeerunnisa" (A.P. HC) 2022(3), RCR(Civil)277, (Law Finder Doc ID 1974228), "I G Builders and Promoters vs. Dr. Ajit Singh & Ors." (DELHI HC) 2011(43) RCR (Civil) 946. (Law Finder Doc ID 337216) "Ashwinkumar Manilal Shah & Ors vs. Chhotabhai Jethabhai Patel & Ors." 2001 AIR (Gujarat) 90. (Law Finder Doc ID 162942), "Iqbal Properties Pvt. Ltd. vs. Atar Singh (DELHI HC) 2011(1) AD (Delhi) 269 (Law*

Finder Doc ID 239337), "M/s Aggarwal Hotels Pvt. Ltd. Vs M/s Focus Properties Pvt. Ltd. 1996(2) AD (Delhi) 625 (DELHI HC) (Law Finder Doc ID 808620), "Pemmada Prabhakar and Ors. vs Youngmen's Vysya Association and Ors." (SC) 2015 (5) SCC 355 (Law Finder Doc ID 605991), "Smt. Bhawana and Anr. Vs. Navneet and Anr. (Bom HC) 2014 (78) RCR Civil 924 (Law Finder Doc ID 670227), "Kashi Math Samsthan vs Srimad Sudhindra Thirtha Swamy & Anr." (SC) 2010(SC) 296. (Law Finder Doc ID 205941), "Atma Ram Vs Charanjit Singh" (SC) 2020 RCR (Civil)131. (Law Finder Doc ID 1681979), "Harshadkumar Kantilal Bhalodwala vs Ishwarbhai Chandubhai Patel & Ors." 2010(2) GLR 1041. (GUJARAT HC) (Law Finder Doc ID 338632), "Man Singh vs H.S. Kohli (P&H HC), 1997(2) RCR (Civil) 370. (Law Finder Doc ID 36462), "Jiwan Dass Rawal vs Narain Dass & Ors." (DELHI HC) 1981 AIR (Delhi) 291. (Law Finder Doc ID 148861) , "Tarlok Singh vs Vijay Kumar Sabharwal" (SC) 1996(2) RRR 323 (Law Finder Doc ID 37160), "Speech & Software Technologies (India) Pvt Ltd vs. Neos Interactive Ltd." (SC) 2009 (1) SCC 475 (Law Finder Doc ID 178380).

10. Defendants No. 18 and 19 have filed their joint written statement, wherein they took the preliminary objections to the effect that the plaintiffs have no locus standi to approach this Court and have concealed the material facts from this Court, the plaintiffs have no cause of action to file the present suit, the suit is bad for mis-joinder of

necessary parties and the suit is not maintainable in the present form. On merits, it is stated that plaintiffs have wrongly filed the suit with malafide intentions to blackmail and halt the affordable housing project initiated by the answering defendants. It is further averred that defendants No. 1 to 16 were co-owners/co-sharers of the land measuring 15 acres 5 kanals situated in village Naugiari, Distt. SAS Nagar as per Jamabandi for the year 2015-16. It is further averred that defendant No. 17 acted as Real Estate Agent/Mediator and he forged and fabricated agreement/token money/sai receipt dated 22.08.2020 which has been prepared by the plaintiffs and defendant No.17 in connivance with each other with malafide intentions. It is further averred that names of all land owners is mentioned i.e. defendants No.1 to 16 and it is not mentioned that as to how defendants No.1 and 2 are legal representatives of defendants No. 3 to 16 such as by way of GPA, Power of Attorney, any authority letter or attested document. It is further averred that at the bottom, hand written line mentions that signed "on behalf of self and as authorized by others" as such mere mentioning of such lines does not serve the purpose as the document pertains to deposition of property. It is further averred that answering defendants are in business of Real Estate and have not violated any agreement as alleged by the plaintiffs. It is further averred that defendants No.1 to 16 have entered into agreement to sell with M/s KLV Builders and Developers vide agreement to sell dated 01.09.2020 by clearly stating that they have not executed any prior agreement to sell with anyone whereupon answering defendants agreed to purchase the property as talks between answering defendants and defendants No. 1 to 16 for sale

of land were going on since 2018. It is further averred that the plaintiffs who have not paid any money and even as per their averment an amount of Rs. 1,68,000/- only has been given in cash and are claiming to purchase the property worth approximately Rs.28 Crores and none of the cheques as mentioned by the plaintiffs have been given by them to the defendants No.1 to 16, nor presented, from which entire plea of plaintiffs is falsified. It is further averred that major portion of the forged document dated 22.08.2020 attached by the plaintiffs with plaint is hand written, wherein it is mentioned that cash of Rs. 1,68,000/- has been paid and cheque numbers are mentioned and further in the said document it is mentioned that if the sellers of the land failed to perform their part of agreement, then buyer can approach the Court of law or claim recovery/damages of Rs.7,40,00,000/- (Rupees seven crores and forty lacs only) and same is a blackmailing tactic of the plaintiffs to pressurize the uneducated farmers. It is further averred that plaintiffs have unnecessarily dragged the answering defendants, office of GMADA in the instant frivolous civil suit. It is further averred that present civil suit has been filed by the plaintiffs in collusion with defendants No.17 and 22 as already mentioned above. It is denied that defendant No.23 is witness of the alleged agreement/token money/sai receipt dated 22.08.2020, moreover the perusal of alleged sai/token document dated 22.08.2020 shows that same is not agreement to sell and in absence of agreement to sell, suit for specific performance is not maintainable. It is further averred that false averment has been made that defendants No.1 and 2 gave assurance to the plaintiffs that they had legal authority and consent of other co-owner and co-sharers i.e.

defendants No.3 to 16 to negotiate rates and other terms and enter into agreement of earnest money for the land in question and same is denied. As such verbal assurance as alleged by the plaintiffs has no value in eyes of law in view of the fact that defendants No.1 and 2 were not having any legal authority from defendants No.3 to 16. It is further averred that plaintiffs have themselves mentioned in complaint to Senior Superintendent of Police that defendants No.1 and 2 have given assurance with malafide and dishonest intentions. For false assurance, instant civil suit is not the remedy and by no stretch of imagination it cannot be said that any agreement to sell was executed between plaintiffs and defendants No.1 to 16. It is further averred that this is categorical stand of defendants No.1 to 16 that agreement dated 22.8.2020 is forged which shows that plaintiffs have come to Court with malafide intentions and are misusing the process of law. It is further averred that reply has been sent by defendants No.1 to 16 to legal notice sent by the plaintiffs clearly stating that they have not entered into any agreement with the plaintiffs and said document is false and fabricated. It is further averred that signatures of defendants No. 1 and 2 on the alleged document dated 22.08.2020 are forged, which need thorough investigation and second page of the said document does not bear any seal or signatures of any witness, signatures of the plaintiffs and date, from which it can be very well gathered that the said document has been prepared later on, by the plaintiffs by forging the signatures. It is further averred that when there was no agreement between plaintiffs and defendants No.1 to 16, no question arises that defendants No.1 to 16 resiled from the agreement.

11. It is further averred that after entering into agreement to sell with M/s KLV Builders and Developers, land owners have executed sale deed in favour of the M/s KLV Builders and Developers and now the concerned department has also granted CLU and license to develop Affordable housing colony and part of land is now hypothecated with Government of Punjab and this fact has also been incorporated in revenue record. It is further averred that M/s KLV Builders and Developers have purchased the land after complete assurance from the sellers that they have not executed any agreement with anyone, thus, the purchasers are bonafide purchasers and purchase of land is not hit by Section 52 of the Transfer of Property Act. It is further averred that the plaintiffs have not mentioned any cheque number or photocopy of the cheque sent to defendant No.3 from which it is clearly evident that all the cheques have been fraudulently prepared by the plaintiffs in collusion with defendant No.17 to illegally usurp the property being purchased by defendant No.18. It is further averred that defendants No.1 to 16 had given possession to the answering defendant No.18 and executed letter of consent dated 01.09.2020 in favour of the answering defendant No.18 i.e. M/s KLV Builders and Developers, based on which, answering defendant No. 18 initiated affordable housing project in the name of Signature Paradise as already mentioned above and answering defendant No.18 had also got CLU and license to develop housing project of land purchased from competent authority. It is further averred that now plaintiffs have amended the civil suit by converting the same into suit for possession by way of specific performance regarding 15 acres 5 kanals on the basis of

agreement dated 22.08.2020, however plaintiffs have made material improvements in the head note and prayer clause and totally changed the nature as initially in the civil suit they have prayed for sale deed of 4 acres of land and now they have amended the same to sale deed of 15 acres 5 kanals on the basis of forged document dated 22.08.2020. It is further averred that plaintiffs have failed to show their readiness and willingness and they have not brought their presence marked before any authority which could show that they are ready and willing to purchase the land in December 2020 as per forged document presented by them, as such no injunction can be granted against answering defendants. It is further submitted that defendants No.1 to 16 have given consent to the answering defendant No.18 to develop affordable housing project and based on the same, answering defendant No.18 has applied for the license from the concerned department and accordingly, CLU and license to develop housing project was granted. It is further averred that answering defendants have not circulated any site plan as alleged by the plaintiffs and the site plan attached is also, forged and fabricated document. Moreover, site plan attached is not approved from GMADA/RERA which are the concerned authorities. It is further averred that agreement/Token Receipt/Sai dated 22.08.2020 is forged and fabricated document and earlier the plaintiffs have mentioned claim of recovery of Rs.7,40,00,000/- (Rupees seven crores and forty lacs only). Now, plaintiffs have mentioned that present suit for possession by way of specific performance is being filed without prejudice to the rights of plaintiffs to challenge the sale deed, from which, it is ample clear that

plaintiffs have made material improvements by way of amendment which is totally misconceived. Remaining averments made in the application are denied by the answering defendants and lastly they prayed for dismissal of the present application. To prove their case, they have also relied upon the case law i.e. *“Man Singh Vs. H.S. Kohli (Harbhajan Singh Kohli)”* 1996 SCC OnLine P&H 804 : (1997) 2 RCR (Civil) 370, *“Brij Mohan Vs. Madan Lal”* 1998 SCC OnLine P&H 478 : (1999) 1 RCR (Civil) 131, *“Kartar Kaur Vs. Sardul Singh”* 2002 SCC OnLine P&H 282 P (2002) 3 RCR (Civil) 181, *“Upendranath Singh Vs. Smruti Ranjan Mohanty & Others”* 2003 SCC OnLine Ori 143 : (2003) 95 CLT 652, *“Smt. Laxmi Dei and another etc. Vs. Shyam Sunder Hans and etc.”* 2004 SCC OnLine Ori 61 : AIR 2005 Ori 78, *“Cogent Silver Fibre Pre Ltd. Vs. Noble Fibre Technologies Inc. & Ors.”* 2006 (87) DRJ 583, *“Best Sellers Retail (India) Private Vs. Aditya Birla Nuvo Limited and Others”* (2012) 6 SCC 792, *“Gurwinder Pal Singh Vs. Piara Singh”* 2012 SCC OnLine P&H 12638 : (2013) 5 RCR(Civil) 87 : (2013) 1CCC 5, *“Hari Om Maheshwari Vs. G.E. Capital Transportation Financial Services Ltd.”* 2013 SCC OnLine Del 5133, *“Renu Yadav Vs. Rajender Sharma and another”* 2021 SCC OnLine P&H 3940, *“Shankar Lal Vs. Sunil Kumar and Anr.”* 2021 (4) PLR 587ss, *“Royal Orchids Vs. Kulbir Singh Kohli and Another”* 2022 SCC OnLine Del 3107, *“Royal Orchids Vs. Kulbir Singh Kohli and Another”* 2022 SCC OnLine Del 2519.

12. Defendants No. 20 and 21 have filed their joint written statement, wherein they stated that it is an inter-se dispute between the plaintiffs and other defendants in which the answering defendants have no role to play and the answering defendant have been unnecessarily dragged into this litigation. It is further averred that there is no fault on the part of answering defendants. It is further averred that only prayer which has been made by the plaintiffs in the present plaint against the answering defendants is for permanent injunction restraining the defendants No. 20 and 21 from granting any CLU or approval of any kind to defendants No. 1 to 19 or to any other person or Company except the plaintiffs, in respect of suit property and it is further averred that in this regard, it is submitted that as per records maintained in the office of answering defendants, M/s KLV Divya Builders and Developers (Defendant No. 18) has neither applied for any license to develop a colony over the suit land falling in Village Naugiari, Tehsil Mohali, District S.A.S Nagar, so defendants No. 20 and 21 have no role to play in the present Civil Suit. It is further averred that as per records maintained in the office of answering defendants M/s KLV Divya Builders and Developers (Defendant No. 18) after obtaining Change of Land of 24.578 acres at Village Naugiari, from District Town Planner, S.A.S. Nagar which is an integral part of Town and Country Planning Department (Punjab) and a separate department of State of Punjab and separate entity from GMADA i.e. defendant No. 20 and 21, had applied for issuance of license to develop a residential colony namely Signature City over an area of 24.578 acres at Village Naugiari, Tehsil Mohali, District S.A.S Nagar under "Affordable Colony Policy-2018" and

on 06.05.2019, Colony License No. 31/20198 was granted by the Competent Authority-cum-Chief Administrator, GMADA to the Promoter M/s KLV Divya Builders and Developers (Defendant No. 18) for developing a colony over 24.578 Acres of land at Village Naugiari. Remaining averments made in the application are denied by the answering defendants and lastly they prayed for dismissal of the present application.

13. Defendant No. 17 and performa defendant No. 22 have filed their joint written statement, wherein they took the preliminary objections to the effect that the suit is not maintainable. On merits, it is admitted that the document dated 22.08.2020 was executed between the plaintiffs and defendants No. 1 and 2 on their own behalf and for defendants No. 3 to 16 stating to be duly authorized by defendants No.3 to 16. It is admitted that the deal was got struck through the defendant No 17 and the agreement/token money/Sai receipt dated 22.08.2020 was filled by defendant No.17. It further admitted that the defendant No.22 and 23 are the witnesses of the writing dated 22.08.2020. It is admitted that at that time defendant No.1 and 2 represented themselves to be duly authorized on behalf of defendants No. 3 to 16 to enter into deal for sale of the suit land and further defendants No.1 and 2 represented that the land in question is unpartitioned and is in joint possession of defendants No.1 to 16 as per representation of defendants No. 1 and 2. It is admitted that the writing dated 22.08.2020 was executed between the plaintiffs and defendant No. 1 and 2. It is further admitted that defendants No. 1 and 2 represented that they have already informed about the negotiations to defendants No. 3 to 16 and they are authorized to finalize the rate and

enter into agreement to sell in regard to land in question on behalf of defendant No.3 to 16, however, the said confirmation and affirmation was made by the defendants No.1 and 2 in the presence of plaintiffs. It is admitted that the negotiations were finalized and writing dated 22.08.2020 was executed. It is further averred that the answering defendant No.17 never approached the plaintiffs for enhancing the rate by Rs. 5 lacs, however, the fact between plaintiff and defendants No.1 to 16 regarding presentation of cheque is not in the knowledge of the answering defendants or regarding entering of defendants No. 1 to 16 into any other agreement with some other 3rd party. However, it is admitted that till date defendants No.1 to 16 had not executed any documents in furtherance of document dated 22.08.2020 in favour of plaintiffs. It is further averred that the answering defendant No.17 has no ownership right in the suit property, thus the question of selling some portion of land by answering defendant No.17 to any person does not arise. It is further averred the defendants No. 1 to 16 are the owners of the suit property, who entered into writing dated 22.08.2020 through defendants No.1 and 2 with the plaintiffs. However, it is denied that answering defendants in consent and connivance with other defendants would approach GMADA for any approval illegally and against the plaintiffs. Remaining averments made in the application are denied by the answering defendants and lastly prayer for dismissal of the application has been made.

14. Performa defendant No. 23 has filed his separate written statement, wherein it has been stated that the answering defendant has no right title or interest in the suit property and he has been dragged into

litigation just to pressurize him to support the false case of the plaintiffs. It is further averred that plaintiffs in collusion with defendants o. 17 and 22 have prepared document dated 22.08.2020 afterwards making additions in the same and at the time when it was signed by answering defendant, it was incomplete and it was not signed by the plaintiffs because no deal was finalized between the plaintiffs and defendants No. 1 and 2. It is further averred that plaintiffs without any authority, illegally made additions in the incomplete sai document and filled their names, signatures, added a line 'for self and on behalf of others' and other detail in the document attached with the civil suit. It is further averred that defendant No.17 only handed over Rs.1,68,000/- in cash to answering defendant to persuade defendants No. 1 and 2 to enter into agreement to sell their land. Remaining averments made in the application are denied by the answering defendant and lastly, it has been prayed for dismissal of the present application.

It is pertinent to mention herein that vide order dated 13.09.2024, name of defendant No. 23 was ordered to be struck off on the application moved by him with directions that if at any later stage of the trial, his presence or evidence would be required, then he can be summoned at that stage of the trial.

15. I have heard the rival submissions of the learned counsel for plaintiff and the learned counsel for defendant and have gone through the documents placed on record. The plaintiffs are claiming the relief of possession of property describable as land as mentioned above in Para No. 1 by way of specific performance of the agreement of earnest

money/sai dated 22.08.2020, directing the defendants to execute the sale deed of the suit property in favour of the plaintiffs. The plaintiffs are seeking injunction restraining defendants No. 1 to 16 from alienating the above mentioned immovable property and further restraining defendants No. 18 and 19 from executing any kind of sale document with other defendants No. 1 to 16. Plaintiffs are further claiming that defendants No. 20 and 21 be restrained from granting any CLU or approval of any kind to defendants No. 1 to 19 or to any other person or company except the plaintiffs, in respect of Suit property during the pendency of the present suit.

16. Ld. Counsel for the plaintiffs has contended that defendants No. 1 and 2 claimed that they alongwith other defendants No. 3 to 16 are the co-owners/co-sharers of unpartitioned and undemarcated land as stated above and as defendants No. 1 and 2 assured the plaintiffs that they have full legal authority and consent of the other co-owners/co-shares i.e. defendants No. 3 to 16 to negotiate the rates and other terms and conditions for sale of the above-mentioned land in question, finalize the same and entered into an agreement of earnest money as well as agreement for sale qua the land in question and defendants No. 1 and 2 also gave the entire details qua the names of co-owners/co-sharers, the names of the other co-owners/co-shares since deceased, their legal heirs and the respective shares of all the co-owners/co-shares/legal heirs in the land in question. He further contended that after finalizing the rate between the plaintiffs and defendants No. 1 to 16 an agreement of sale in respect of the land in question which was also confirmed and affirmed by

defendant No. 17 and perform defendant No. 23 who is employed of AXIS Bank, Landran branch who has provided the necessary documents such as Aadhar Cards, names of all the defendants No. 1 to 16 and details of their Bank Accounts. As per the agreement terms and conditions of the said contract agreement dated 22.08.2020, the consideration sum fixed for the said land was Rs.1,85,00,000/- per acre and as agreed between the parties and in fact on the asking of defendants No. 1 and 2 that initially they will execute Agreement/Token Money Receipt and later on they will execute an Agreement of Sell to be executed on 30.11.2020 as per the same terms and conditions already finalized in the Contract Agreement of earnest money, in favour of plaintiffs and took the responsibility of getting the signatures/thumb impressions of all the other Co-owners/Co-sharers (i.e. Defendants No. 3 to 16) upon the agreement of sale, as agreed between the parties to the Agreement on the assurance of the defendants No. 1 and 2, plaintiffs paid a sum of Rs. 50,00,000/- (Rupees Fifty lacs only) as an earnest money/Sai to defendants No. 1 and 2 who received the same for themselves and on behalf of all the other Co-owners/Co-sharers i.e. defendants No. 3 to 16. It is further contended that since, plaintiffs were to verify certain documents/information as reflected in the Jamabandi, therefore, as per mutual agreement, on the day of execution of Agreement of Earnest Money/Token Receipt/Sai, Rs. 1,68,000/- was paid in cash and the remaining amount of Rs. 48,32,000/- was paid through account payee post dated cheques dated 30.08.2020 issued in the names of Co-owners/Co-sharers, defendants No. 1 to 16 as per the demand of defendants No. 1 and 2 and they both also stated that as they are

authorized, they will receive cheques of earnest money on behalf of all the other Co-owners/Co-sharers i.e. defendants No. 3 to 16. He further contended that the Aadhar Cards of all the remaining defendants are provided by defendant No. 23. It is further contended that defendants No. 1 to 16 through dealer defendant No. 17 approached the plaintiffs for enhancing the rate by Rs.5 Lacs i.e. from 1.85 Crores per acre as they informed that they have got a new offer at the enhanced rate of Rs.5 Lacs per acre (i.e. Rs. 1.90 crores per acre) from someone, which demand plaintiffs refused, however, defendants No. 1 to 16 had already decided to sell the property to the person who offered higher rate and therefore, deliberately did not present the cheques. The plaintiff came to know that without cancelling the agreement of earnest money and refunding the cash and cheques received by them, defendants No. 1 to 16 have sold the said land or some part thereof to some third party at a higher rate and malafidely took a false stand and denied the agreement and receipt of earnest money. It is further contended that the agreement was executed on 22.08.2020 between the plaintiffs and defendants No. 1 to 16, but without cancelling the same, on 1st September, 2020, agreement to sell was executed by defendants No. 1 to 16 with defendants No. 18 and 19. It is further contended that rule of lis pendence is applicable in this case as defendants No. 1 to 16 sold the property to defendants No. 18 and 19 without seeking the permission of the court during the pendency of the case. It is further contended that feeling aggrieved by conduct of defendants No. 1 to 16, they have moved the application to the Police Authorities who did not take any action on their application on the ground

that the matter is pending in the Court. It is further contended that the plaintiffs have also filed the objections before the Real Estate Regulatory Authority and due to the objections raised by them only permission of 50% of the property in question was granted. It is further contended that the defendants No. 1 to 16 have taken a plea that no agreement/writing dated 22.08.2020 was ever executed between the plaintiffs and defendants No. 1 to 16, so the question of returning of amount of Rs.1,68,000/- does not arise at all. But on the other hand, Id. Counsel for the plaintiffs has drawn the attention of this Court towards the application dated 14.11.2024 filed by Id. Counsel for defendants No. 1 to 16 for returning the amount of Rs.1,68,000/- to the plaintiffs. It is further contended by Id. Counsel for the plaintiffs that defendants No. 1 to 16 are telling lie about the execution of writing/token money/Sai dated 22.08.2020. It is further contended that the plaintiffs have already paid the Court Fee amounting to Rs.65,08,480/- as Advelorem Court Fee that too on the application moved by the defendants. It is further contended by the Id. Counsel for the plaintiffs that the defendants No. 1 to 19 are alleging that documents i.e. agreement/token money/Sai dated 22.08.2020 is forged and fabricated, but if the version of the defendants is believed to be true then why they did not file any complaint to the Police Authorities. It is further contended by Id. Counsel for the plaintiffs that defendants have referred the case law in support of their contention, but those facts cannot be considered which are beyond pleadings. Plaintiffs have submitted that strong prima-facie case exists in their favour, balance of convenience also lies on their side and if the relief as prayed for is not granted they would

suffer irreparable loss and injuries which cannot be compensated in terms of money.

17. Per contra, learned counsel for the defendants No.1 to 16 opposed the application by denying the averments made in the application and denied that any agreement/token money/sai receipt dated 22.08.2020 is subscribed between the plaintiff and defendants No. 1 to 16. It is further contended that the alleged document dated 20.08.2020 prepared by plaintiffs is forged and fabricated in conspiracy and connivance with defendant No. 17 as such present suit has been filed by plaintiffs in collusion with defendants No. 17, 22 and 23. It is further contended that when the defendants No. 1 to 16 had not entered into any agreement ,then question of paying Rs. 1,68,000/- in cash and the remaining amount of Rs.48,32,000/- through Account Payee Postdated cheques all dated 30.08.2020 issued in the name of defendants No. 1 to 16 does not arise. It is further contended that the alleged forged and fabricated document dated 22.08.2020 does not even bear the signatures of defendants No. 3 to 16 from which it is evident that same has been prepared in forged and fabricated manner by forging signatures of defendants No. 1 and 2. It is further contended that rule of lis pendence is not application as everything was got done before 27.11.2020. It is further contended that all these cheques were never encashed. They denied for payment of Rs.7,40,00,000/- as damages/compensation to the plaintiffs in default of above said agreement/tokeen money/Sai receipt dated 22.08.2020.

18. Ld. Counsel for defendant No. 17 and performa defendant No. 22 has contended that the document dated 22.08.2020 was executed

between the plaintiffs and defendants No. 1 and 2 on their own behalf and for defendants No. 3 to 16 stating to be duly authorized by defendants No.3 to 16. It is further contended that that the deal was got struck through the defendant No 17 and the agreement/token money/Sai receipt dated 22.08.2020 was filled by defendant No.17. He further contended that defendants No.1 and 2 represented that the land in question is unpartitioned and is in joint possession of defendants No.1 to 16 as per representation of defendants No. 1 and 2 and writing dated 22.08.2020 was executed between the plaintiffs and defendant No. 1 and 2. He further contended that negotiations were finalized and writing dated 22.08.2020 was executed, but defendant No.17 never approached the plaintiffs for enhancing the rate by Rs. 5 lacs, however, the fact between plaintiffs and defendants No.1 to 16 regarding presentation of cheques is not in the knowledge of the answering defendants or regarding entering of defendants No. 1 to 16 into any other agreement with some other 3rd party. He has further contended that the complaint was moved by plaintiffs against the defendants No.1 to 16, where the statement of the answering defendants was also recorded by the police.

19. Ld. Counsel for defendants No. 18 and 19 has contended that defendants No. 18 and 19 are in business of Real Estate and have not violated any agreement as alleged by the plaintiffs. It is further contended that defendants No.1 to 16 have entered into agreement to sell with M/s KLV Builders and Developers vide agreement to sell dated 01.09.2020 by clearly stating that they have not executed any prior agreement to sell with anyone whereupon answering defendants agreed to purchase the property.

It is further contended that the plaintiffs have not paid any money and even as per their averment an amount of Rs. 1,68,000/- only has been given in cash and are claiming to purchase the property worth approximately Rs.28 Crores and none of the cheques as mentioned by the plaintiffs have been given by them to the defendants No.1 to 16 nor presented, from which entire plea of plaintiffs is falsified. It is further contended that now the concerned department has also granted CLU and license to develop Affordable housing colony and part of land is now hypothecated with Government of Punjab and this fact has also been incorporated in revenue record. It is further contended that M/s KLV Builders and Developers have purchased the land after complete assurance from the sellers that they have not executed any agreement with anyone, thus, they are bonafide purchasers and purchase of land is not hit by Section 52 of the Transfer of Property Act. It is further contended that in absence of any agreement, defendants No. 1 to 16 were completely free to sell their land to answering defendant No. 18 as plaintiffs have themselves mentioned that the land is being sold, still plaintiffs have initially filed present suit for mandatory and permanent injunction which is not at all maintainable. It is further contended that the Court cannot grant any injunction as per provisions of the Section 20A of the Specific Relief Act which are as under:-

“Section 20A of the Specific Relief Act, 1963, provides special rules for contracts related to infrastructure projects. It states that an injunction may not be granted if it would delay the project's completion.

It is further contended that Letter of Intent has been issued by the GMADA and the third party interest has also been created. As the most the compensation can be awarded to the plaintiffs. It is further contended that it is mentioned in agreement dated 22.08.2020 that agreement to sell will be executed later on, but when no agreement to sell was executed, so the application under Order 39 Rules 1 and 2 CPC is not maintainable. It is further contended that now three Authorities have given approval to the project. As per Annexure R-18/1 dated 29.03.2022, CLU has been granted, licence to develop colony dated 13.12.2023 has been granted as per Annexure R-18/2 and as per Annexure R-18/3 dated 21.08.2024 RERA has granted approval to the project. It is further contended that the Court cannot grant any injunction as per provisions of the Section 41(j) and Section 41(ha) of the Specific Relief Act which are as under:-

Section 41(j) of the Specific Relief Act, 1963 states that a court cannot grant an injunction if the plaintiff doesn't have a personal interest in the matter.

“Section 41(ha) of the Specific Relief Act, 1963 states that an injunction cannot be granted if it would delay or impede the progress of an infrastructure project.”

It is further contended by the ld. Counsel for the defendants No. 18 and 19 that the suit of the plaintiffs is not maintainable as no agreement to sell was ever executed between the plaintiffs and defendants No. 1 to 16 on the basis of writing dated 22.08.2020. It is further contended that defendants No. 18 and 19 agreed to purchase the property on the assurance given by the defendants No. 1 to 16 that they have not executed

any prior agreement to sell with anyone. It is further contended that the Specific Relief Act is discretionary but no alternative relief has been sought. It is further contended that the plaintiffs have amended the suit by converting the same into suit for possession by way specific performance on the basis of token money/writing/sai dated 22.08.2020 and changed the nature of the entire suit and prayed for the dismissal of the application.

20. Ld. Counsel for the defendants No. 20 and 21 has contended that it is an inter-se dispute between the plaintiffs and other defendants in which the answering defendants have no role to play and the answering defendant have been unnecessarily dragged into this litigation. It is further contended that as per records maintained in the office of answering defendants, M/s KLV Divya Builders and Developers (Defendant No. 18) has neither applied for any license to develop a colony over the suit land falling in Village Naugiari, Tehsil Mohali, District S.A.S Nagar, so defendants No. 20 and 21 have no role to play in the present Civil Suit. It is further contended that as per records maintained in the office of answering defendants M/s KLV Divya Builders and Developers (Defendant No. 18) after obtaining Change of Land of 24.578 acres at Village Naugiari form District Town Planner, S.A.S. Nagar which is an integral part of Town and Country Planning Department (Punjab) and a separate department of State of Punjab and separate entity from GMADA i.e. defendant No. 20 and 21, had applied for issuance of license to develop a residential colony namely "Signature City" over an area of 24.578 acres at Village Naugiari, Tehsil Mohali, District S.A.S Nagar under "Affordable Colony Policy-2018" and on 06.05.2019, Colony

License No. 31/20198 was granted by the Competent Authority-cum-Chief Administrator, GMADA to the Promoter M/s KLV Divya Builders and Developers (Defendant No. 18) for developing a colony over 24.578 Acres of land at Village Naugiari, which is valid upto 05.05.2024. It is further contended that Town Planner Authorities has not been impleaded as a party and the plaintiffs have not moved any application till date, under Order 1 Rule 10 CPC. It is further contended that plaintiffs have filed this suit for injunction restraining defendants No. 20 and 21 for granting CLU or approval of any kind to defendants No. 1 to 19, which has already been granted, so the matter has already become infructuous. The CLU has been granted by the other defendants who have not been impleaded as party in the present suit.

21. I have thoughtfully considered the rival submissions made by Ld. counsel for the parties and have carefully perused the documents placed on record. In the present case, after appearance defendants No. 18 and 19 have filed an application under Order 7 Rule 11 CPC on the grounds that no cause of action accrued in favour of the plaintiffs qua defendants No. 18 and 19 and plaintiffs have not correctly valued the instant suit and the requisite ad-valorem court fee is not affixed by the plaintiffs and the said application was disposed off vide order dated 10.10.2022 with directions to the plaintiff to pay ad-valorem court fee according to the value of the suit and on 09.11.2022 plaintiff has affixed the ad-valorem court fee amounting to Rs.65,08,480/-. Thereafter, defendants No. 1 to 16 have filed another application under Order 7 Rule 11 CPC on the grounds that there is no agreement to sell between the

defendant No. 1 to 16 and plaintiff as such the plaintiffs have no cause of action to approach the Court for grant of mandatory and permanent injunction, but said application was dismissed vide order dated 21.03.2023. Even, the contention of ld. counsel for the defendants No. 1 to 16 & 18 and 19 is that the agreement of earnest money/token money/sai dated 22.08.2022 is not binding upon them as no agreement was ever reduced into writing and the suit of the plaintiffs is not maintainable. Furthermore, the Predecessor of this Court Sh. Vineet Kumar Narang, then then Ld. Civil Judge (Sr.Divn.), SAS Nagar while deciding the application under Order 7 Rule 11 CPC for rejection of plaint filed by defendants No. 1 to 16 on dated 21.03.2023, has held that "*I am of the considered opinion that while deciding to accept or to reject a plaint, what is to be seen is only the averments made in the plaint. I am of the considered opinion that while exercising its power for rejection of plaint, the Court is to see whether the allegations in the plaint as they stand, failed to prove the cause of action. While considering the question whether the plaint discloses any cause of action or not, the court has to find out from the allegations made in the plaint itself and not beyond. What is required to be disclosed by the plaintiff is a right to sue and failure to do so must necessarily entail in rejection of the plaint. As mentioned earlier, at this threshold stage, it cannot be said that the plaintiffs have filed the present suit without any cause of action. Accordingly, the application moved by the defendants No. 1 to 16 being without any merit stands dismissed*". Thereafter, plaintiffs have filed an application for amendment of suit in view of the order dated 10.10.2022, which was allowed on dated 21.11.2023 and filed the

amended plaint. Thereafter, defendants No.18 and 19 have filed Civil Revision in the Hon'ble Punjab & Haryana High Court, bearing No. 5585 of 2022 by challenging the order dated 10.10.2022 passed by this court, whereby the application filed by defendants No. 18 and 19 was dismissed on the ground that no plea was raised before the Trial Court that the agreement/contract is not concluded. The Hon'ble Punjab & Haryana High Court, Chandigarh vide order dated 14.08.2024 has observed as under:-

"25. The main argument raised on behalf of the petitioners to the effect that the plaint deserves to be rejected under Order 7 Rule 11 CPC on the ground that there is no concluded contract, is misconceived and deserves to be rejected for the reasons detailed hereinafter. The application dated 18.11.2021 under Order 7 Rule 11 CPC filed by the petitioners (defendants No.18 and 19) has been annexed as Annexure P-6. A perusal of the said application shows that no plea has been raised in the same that the plaint deserves to be rejected on the ground that the agreement/contract is not a concluded contract. A perusal of the impugned order dated 10.10.2022 would show that no plea/argument has been raised before the trial Court to the effect that the plaint should be rejected on the ground of there being no concluded contract. The petitioners cannot thus be permitted to agitate the said point for the first time before this Court without raising any grounds in the application and without

agitating the same before the trial Court. Even a perusal of the application dated 22.11.2022 (Annexure P-10) filed under Order 7 Rule 11 CPC by defendants No.1 to 16 would show that no specific plea with respect to the plaint being required to be rejected on the ground of there being allegedly no concluded contract has been raised.

26. *In addition to the above, it would be relevant to note that the Hon'ble Supreme Court in the case of "Kollipara Sriramulu Vs. T. Aswathanarayana and others", reported as 1968(3) SCR 387, has observed that it was well established that a mere reference to a future formal contract will not prevent a binding bargain between the parties and merely because the parties had referred to the preparation of an agreement by which the terms agreed upon are to be put in a more formal shape does not prevent the existence of a binding contract. It was observed that the question as to whether there was a concluded contract or not would depend upon the intention of the parties and the special circumstances of each particular case and merely because the formal agreement is to be drawn up subsequently would not establish as a proposition that the previous agreement is not binding. It was further observed that the mere omission to settle the mode of payment does not affect the completeness of the contract as the vital terms*

of the contract like the price and the area of the land in question and the time for completion of the sale were all fixed. The relevant portion of the said judgment is reproduced as under: -

"3. We proceed to consider the next question raised in these appeals, namely whether the oral agreement was ineffective because the parties contemplated the execution of a formal document or because the mode of payment of the purchase money was not actually agreed upon. It was submitted on behalf of the appellant that there was no contract because the sale was conditional upon a regular agreement being executed and no such agreement was executed We do not accept this argument as correct. It is well-established that a mere reference to a future formal contract will not prevent a binding bargain between the parties. The fact that the parties refer to the preparation of an agreement by which the terms agreed upon are to be put in a more formal shape does not prevent the existence of a binding contract. There are, however, cases where the reference to a future contract is made in such terms as to show that the parties did not intend to be bound until a formal contract is signed. The question depends upon the intention of the parties and the special circumstances of each

particular

case.

XXX

XXX

XXX

As regards the other point, it is true that there is no specific agreement with regard to the mode of payment but this does not necessarily make the agreement ineffective. The mere omission to settle the mode of payment does not affect the completeness of the contract because the vital terms of the contract like the price and area of the land and the time for completion of the sale were all fixed. We accordingly hold that Mr. Gokhale is unable to make good his argument on this aspect of the case."

22. From the contentions of the parties and from perusal of the pleadings and documents placed on record, I am of the considered opinion that there is specific agreement in writing dated 22.08.2020 with regard to mode of payment but this does not necessarily make the agreement ineffective as observed by the Hon'ble Punjab & Haryana High Court as above. The mere omission to settle the mode of payment does not affect the completeness of the contract because the vital terms of the contract like the price and area of the land and the time for completion of the sale were all fixed. The plaintiffs have already paid an amount of Rs.1,68,000/- for execution of agreement of earnest money/token receipt/sai and remaining amount of Rs.48,32,000/- was paid through account payee post dated cheques all dated 30.08.2020 issued in the

within the knowledge about the pendency of the case. Since during the pendency of the case, the defendants No. 1 to 16 have already sold the property in question to defendants No. 18 and 19, hence, I am of the considered opinion that the prima facie case is made out in favour of the plaintiffs. Balance of convenience also lies in favour of plaintiffs. In case the defendants are not restrained from alienating the suit property, same would result in multiplicity of litigation as well as multiplicity of parties consequently resulting in irreparable loss to them. Hence, the application in hand stands allowed. Defendants No. 18 and 19 are restrained from further alienating the suit property, in any manner till the disposal of the suit. The application under order 39 rules 1 and 2 CPC stands allowed, accordingly. However, nothing mentioned here would have any effect on the merits of the case

Pronounced in Open Court:

Dated: 27.02.2025

Parminder Singh

**(Harpreet Kaur),
Civil Judge(Senior Division),
SAS Nagar, Mohali,
UID PB0272.**

names of co-owners/co-sharers, defendants No. 1 to 16 as per the demand of defendants No. 1 and 2 and above amount has been paid in the presence of witnesses i.e. defendants No. 22 and 23. However, defendants No. 1 to 16 have denied the fact that they have received the amount of Rs.1,68,000/- from the plaintiffs, but defendant No. 23 has moved the application for returning the amount, which clearly supports the version of the plaintiffs that the amount of Rs.1,68,000/- was paid by them on the basis of that writing/token money/sai dated 22.08.2020 to the defendants No 1 to 16. The conduct of defendant No. 1 to 16 clearly shows that their intention was malafide and defendants No. 1 to 16 further sold the land in question to defendants No. 18 and 19 without cancelling the previous agreement during the pendency of the case. In the present case defendants No. 1 to 16 have entered into a contract of sale of property by way of an agreement of earnest money/token money/sai with plaintiff on dated 22.08.2020, but without cancelling the earlier agreement dated 22.08.2020 between the defendants No. 1 to 16 and plaintiffs, defendants No. 1 to 16 have entered into agreement to sell on 01.09.2020 with M/s KLV Builders and Developers i.e. defendants No. 18 and 19. Furthermore, on perusal of case it reveals that the plaintiffs have filed the present suit on 10.05.2021 and defendants No. 18 and 19 have appeared through their counsel in the present case and have filed their written statement, which shows that they have full knowledge about the agreement of earnest money/token money/sai dated 22.08.2020 between the plaintiffs and defendants No. 1 to 16, as such the plea taken by defendants No. 18 and 19 that they are bonafide purchaser is not applicable as they were well

CS-370-2021 Vinay Sethi & anr. Vs. Naib Singh & ors.

Present: Sh. Sajal Koser, Advocate, counsel for the plaintiffs.
Sh. Snehpreet Singh, Advocate, counsel for LR's Malkiat Kaur and Gurpreet Singh of defendants No. 1, 2 to 8, 10 and 12 to 16.
Sh. P.S. Bassi, Advocate, counsel for defendants No. 17 and 22.
Sh. G.S. Jagpal, Advocate, counsel for defendants No. 18 and 19.
Sh. Maninder Badwal, Advocate, counsel for defendants No. 20 and 21.
Defence of defendants No. 9 and 11 already struck off vide order dated 28.03.2024.
Name of defendant No. 23 struck off vide order dated 13.09.2024.

Today, the case was fixed for filing reply to the application for directing Gurmit Singh defendant No. 23 to deposit the amount of Rs.1,68,000/- in the Court. However, ld. Counsel for the plaintiffs instead of filing of reply to the application he has suffered a separate detailed statement that he does not want to wish to file reply to the application. Hence, in view of the detailed statement suffered by ld. Counsel for the plaintiffs, application in hand stands disposed off at this stage and it will be decided at the time of final arguments.

Arguments heard. Vide my separate and detailed order, the stay application filed by the plaintiff stands allowed. From the pleadings of the parties following issues are framed as under:

1. Whether the plaintiffs are entitled to the relief of possession by way of specific performance of agreement earnest money/Sai dated 22.08.2020 as prayed for? OPP
2. Whether the plaintiffs are entitled to the relief of Mandatory injunction as prayed for? OPP
3. Whether the plaintiffs are entitled to the relief of permanent injunction as prayed for? OPP

4. Whether the suit of the plaintiffs is not maintainable in the present form? OPD
5. Whether the plaintiffs have not approached this Court with clean hands and have suppressed the material facts from the Court? OPD
6. Whether the plaintiffs have no locus standi and cause of action to file the present suit? OPD
7. Whether the plaintiffs are estopped by their own act and conduct to file the present suit? OPD
8. Whether the plaintiffs have not affixed the requisite court fee with the plaint? OPD
9. Whether the suit is bad for mis-joinder of necessary parties? OPD
10. Relief.

No other issue arises or pressed for. Case is adjourned to 15.04.2025 for plaintiff evidence. PF/DM and list of witnesses be filed within 7 days failing which no assistance will be provided by the court.

Pronounced in Open Court:

Dated: 27.02.2025

Parminder Singh

**(Harpreet Kaur),
Civil Judge(Senior Division),
SAS Nagar, Mohali,
UID PB0272.**