



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

CR-9926-2025 (O&M)
Reserved on :-24.03.2026
Date of Pronouncement:-06.04.2026
Uploaded on:-07.04.2026

Gaurav Singla

... Petitioner

Versus

Gurmesh Vij and Another

... Respondents

CORAM: HON'BLE MR. JUSTICE VIRINDER AGGARWAL

Argued by :-

Mr. Nakul Sharma, Advocate
for the petitioner.

Mr. Navdeep Chhabra, Advocate
for the respondents.

VIRINDER AGGARWAL, J.

1. The instant revision petition has been instituted by the petitioner under Article 227 of the Constitution of India, invoking the supervisory jurisdiction of this Court, assailing the orders dated 19.09.2025 (**Annexure P-1**) passed by the learned District Judge, Fatehgarh Sahib, and the order dated 06.02.2025 (**Annexure P-2**) passed by the learned Civil Judge (Junior Division), Amloh, whereby the application filed by respondent No.1–plaintiff under Order XXXIX Rules 1 and 2 of the Code of Civil Procedure, 1908 (for short “CPC”) was allowed, and the petitioner was restrained from alienating, transferring,



mortgaging, leasing, or creating any third-party interest in the suit property during the pendency of the suit.

2. The essential factual matrix, as emerging from the record, is that a suit for specific performance of the agreement dated 27.07.2023 has been instituted by respondent No.1–plaintiff against respondent No.2/defendant No.1 as well as the petitioner/defendant No.2. It is pleaded that after execution of the agreement to sell between respondents No.1 and 2, respondent No.2 subsequently alienated the suit land in favour of the petitioner/defendant No.2 vide two alleged collusive sale deeds dated 19.10.2023, with an intention to defeat the rights of the plaintiff. Along with the suit, an application for interim injunction was also filed.

2.1. The suit was contested by the defendants. Defendant No.1 denied execution of the agreement to sell and contended that his signatures were obtained on certain documents in connection with a business transaction, and that he was not conversant with the Punjabi language; hence, in good faith, he signed the documents without understanding their contents. The petitioner/defendant No.2, on the other hand, contested the suit by asserting that the agreement in question is the result of collusion between the plaintiff and defendant No.1 with an ulterior motive of extorting money from the petitioner. It was further pleaded that the petitioner is a bona fide purchaser for consideration, that the respondent-plaintiff has no right, title, or interest in the suit property, and that the petitioner cannot be restrained from dealing with the property in any manner.



2.2. The learned Civil Judge, Amloh, allowed the application for interim injunction vide order dated 06.02.2025. The petitioner preferred an appeal against the said order; however, the same was also dismissed. Aggrieved thereby, the present revision petition has been filed. During the pendency of the revision petition, the respondent-plaintiff appeared through Mr. Navdeep Chhabra, Advocate.

3. Having heard learned counsel for the respective parties at length, and upon a careful, comprehensive, and judicious perusal of the entire paper-book with the able assistance rendered the learned counsel for the contesting parties, this Court proceeds to record its considered findings.

4. Learned counsel for the petitioner contends that it is a settled proposition of law that an agreement to sell does not create any right, title, or interest in the suit property. It is further submitted that both the Courts below failed to appreciate that an agreement to sell merely confers a right in personam to seek specific performance and does not create any enforceable proprietary right in favour of the plaintiff. It is thus argued that no injunction could have been granted against a *bona fide* purchaser for consideration. It is further submitted that the agreement in question being unregistered, cannot be relied upon for any purpose in law.

5. Per contra, learned counsel for the respondents submits that there is no illegality or infirmity in the concurrent findings recorded by both the Courts below. It is submitted that both Courts have rightly restrained the petitioner/defendant from creating any third-party interest in the suit property, as the very object of Order XXXIX Rules 1 and 2 CPC is to preserve the suit property during the pendency of the suit and to prevent



multiplicity of litigation. Dismissal of the revision petition has, therefore, been prayed for.

6. The learned First Appellate Court has recorded its findings in paragraph No.8 of the impugned order, which reads as under:-

8. *“It is an admitted fact that respondent no.2 Tarunjeet Singh was owner of the suit property. The plaintiff/respondent no.1 alleged that Tarunjeet Singh being owner of the suit property entered into an agreement to sell with him on 27.07.2023 for a consideration of Rs.2,21,28,000/- and Tarunjeet Singh defendant no.1/respondent no.2 has received Rs.50,00,000/- as earnest money. The sale deed was to be executed on 26.12.2023. The defendant no.1 took the plea that his signatures were taken on some blank papers in lieu of security of auto parts which he has to sell to the plaintiff. The defendant no.1 further took the plea that he sold the suit property to defendant no.2 vide two sale deeds. The defendant no.2 alleges himself to be bonafide purchaser and alleged that the present suit has been filed by the plaintiff in connivance with defendant no.1 to extort more money from him. The learned trial court has held in the impugned order that it is to be proved whether defendant no.1 has executed the agreement to sell dated 27.07.2023 in favour of the plaintiff and defendant no.2 is bona fide purchaser for consideration. One plea has been taken by the appellant in the grounds of appeal that mutation has not been sanctioned in his favour. The learned counsel for the respondent no.1 has produced copy of the order dated 13.03.2025 according to which mutation has been sanctioned in favour of appellant. The fact whether the defendant no.1 executed the agreement to sell in favour of plaintiff or not or whether the said document was created only for the purpose of the sale of auto parts is question of fact, which can be*



decided after appreciation of evidence. Whether defendant no.2 is bona fide purchaser for consideration is also a fact which can only be determined after appreciation of evidence. Therefore, this court is of the considered opinion that the valuable rights of the parties are involved in the present case. Any alienation made by the appellant during the pendency of the suit will lead to multiplicity of litigation. Therefore, this court is of the considered opinion that the impugned order passed by the learned trial court is based on correct appraisal of facts and documents. There is no perversity in the impugned order. Therefore, the impugned order is hereby affirmed.”

7. Learned counsel for the petitioner has placed reliance upon the judgment rendered by the Patna High Court in ***Lallan Prasad vs. Parmeshwar Singh, 1998 SCC OnLine Patna 27***, wherein it was held that *‘an agreement to sell confers merely a right in personam and does not create any right, title, or interest in the property. It was further observed that such an agreement only entitles the proposed purchaser to institute a suit for specific performance, but no proprietary interest in the property accrues till the decree for specific performance is passed’*. Reliance has also been placed upon the judgment of the Delhi High Court in ***Jiwan Dass vs. Narain Dass, AIR 1981 Delhi 291***, wherein it was held that *‘a temporary injunction cannot be granted so as to restrain the transferee under a registered sale deed from enjoying possession, particularly till execution of the sale deed pursuant to a decree for specific performance’*.

7.1. A careful perusal of the aforesaid judgments indicates that the principle laid down therein is in the context of situations where injunction was sought to interfere with possession already delivered under a



registered sale deed. However, the factual matrix of the present case is clearly distinguishable. In the present matter, the injunction granted by the learned Courts below does not operate to restrain the petitioner/defendant No.2 from enjoying possession of the suit property on the strength of any concluded conveyance. Rather, the learned Courts below have merely restrained the petitioner from creating third-party interests in the suit property, with a view to preserving the subject matter of the suit and preventing multiplicity of litigation.

7.2. It is a well-settled principle that the primary object of Order XXXIX Rules 1 and 2 of the Code of Civil Procedure is to preserve the suit property during the pendency of proceedings and to maintain the existing state of affairs, so as to ensure that any decree ultimately passed is not rendered ineffective, infructuous, or incapable of execution. It is not in dispute that the respondent–plaintiff possesses a legally enforceable right to institute a suit for specific performance on the basis of the agreement to sell executed in his favour. In the event that, during the pendency of the suit, third-party rights are created by the petitioner–defendant, the same would not only complicate the adjudicatory process but would also inevitably result in multiplicity of proceedings and unnecessary litigation.

7.3. In view of the above, it is evident that both the Courts below have exercised jurisdiction in accordance with law and in furtherance of the settled principles governing grant of temporary injunction. The exercise of discretion cannot be termed as arbitrary, capricious, or perverse so as to warrant interference in revisional jurisdiction. Accordingly, finding no merit in the present revision petition, the same is hereby **dismissed**.



8. It is, however, clarified that the observations recorded here-in-above are confined strictly to the adjudication of the present controversy and shall not be construed as an expression of opinion on the merits of the underlying dispute between the parties. Nothing contained herein shall prejudice or influence the rights, claims, or contentions of any party in any other proceedings, nor shall it be treated as a final determination of any substantive question of fact or law in the main suit.

9. Consequent upon the final adjudication of the principal matter, all pending miscellaneous applications, if any, arising out of or connected with the present proceedings, stand disposed of by necessary implication. No further orders are required to be passed in that regard.

06.04.2026
Gaurav Sorot

(VIRINDER AGGARWAL)
JUDGE

Whether reasoned / speaking? Yes / No

Whether reportable? Yes / No