

Kulvinder Suri and others vs Chattar Singh and others

Civil Suit No.20 of 2023

05.03.2026 Present: Mr. Neeraj Gupta, Senior Advocate with Mr. Pranjal Mungal, Advocate, for the plaintiffs.

Mr.Y.P Sood, Advocate for defendants No.1 to 4.

Ms. Mamta Kumari, Advocate vice Mr. B.N. Sharma, Advocate for defendant Nos. 5& 6.

OMP No.1631 of 2025

The present application under Order 7 Rule 14 (3) read with Section 151 of the Code of Civil Procedure has been filed by the applicants/plaintiffs seeking relief to file certain documents appended with the application.

It has been contended by learned Senior Counsel for the applicants/plaintiffs that said documents are relevant and necessary to adjudicate the controversy in question.

Learned Counsel for non-applicants No.1 to 4 has vehemently opposed the said prayer and has submitted that the instant application has been preferred to prolong the litigation in question.

I have heard learned Counsels for the parties. The suit is at the initial stage of the hearing and the applicants are intending to place on record certain documents, which are required to be proved in accordance with law.

Consequently, the present application is allowed and the documents as appended with the application are ordered to be taken on record. Application stands disposed of.

OMP No.145 of 2023

The present application has been filed by the applicants/plaintiffs under order 39 Rules 1 & 2 read with Section 151 of the Code of Civil Procedure with a prayer that ex-parte ad interim injunction may be granted in favour of applicants restraining the defendants-non applicants from entering into any Agreement to sell with third party/parties, entity/entities or to deal with the suit land entered as Khasra No.524 measuring 19, bighas 8 biswas, Khasra No.607/453, measuring 77-18 bighas, Khasra No.597/522 measuring 54-14 bighas, Khasra No.525 measuring 3 biswas and Khasra No.447, 446, 723/445 and 722/445 measuring 19 bighas, total whereof approximately 150 bighas situated in Mauja Anhench Hadbast No.69/189, Tehsil and District Solan, H.P in any manner by holding negotiations or by doing any other acts with third party or may also be restrained from selling, transferring, alienating, encumbering or creating a third party interest over the suit land .

The plaintiffs have filed a suit for permanent prohibitory injunction on the ground that the applicants/plaintiffs being in the business of development of land, have been developing the projects and for the said purpose, they are looking for the land in District Solan and that defendants/non-applicants, who are owners of a big chunk of land were interested to sell the land .

After negotiating through one Sh. Romi Bhardwaj, the plaintiffs were called on the spot on 24.02.2023 for purpose of sale of the land and for said purpose rate of Rs.21,00,000/- per bigha was agreed, but the defendants on the said date insisted for the payment of token money and on their insistence, a sum of Rs.20,00,000/- was paid on 24.02.2023, copy of token receipt has been filed along with the plaint.

As per the schedule as prescribed in the token receipt, the mode of payment has been prescribed in the following manner:-

- a) 30% by 15.04.2023
- b)20% by 15.10.2023
- c) 20% by 15.04.2024
- d) 30% by August, 2024.

It is the case of the plaintiffs/applicants that after receiving a sum of Rs.20,00,000/- as token money, the

defendants/non-applicants have started negotiating with the third party for the sale and purchase of the suit land. On that account, they were constrained to file the present suit seeking decree of injunction against the appellants.

The present application has been vehemently resisted by the non-applicants. It is submitted by the learned counsel for the non-applicants that the present application is not maintainable in the present form as the necessary ingredients for grant of ex-parte ad interim injunction viz prima facie case, balance of convenience and irreparable loss or injuries have not been made out by the applicants.

This Court vide its order dated 06.04.2023 had passed the following order:-

“OMP No.145 of 2023

Notice in above terms. Till further orders, the non-applicants are restrained from entering into any agreement of sale with third party/parties, entity/entities or to deal with the suit land entered in Khasra No.524, measuring 19, bighas 8 biswas, Khasra No.607/453, measuring 77-18 bighas, Khasra No.597/522, measuring 54-14 bighas, Khasra No.525 measuring 3 biswas and Khasra No.447, 446, 723/445 and 722/445 measuring 19 bighas, total whereof approximately 150 bighas situated in Mauja Anhench Hadbast No.69/189, Tehsil and District Solan, H.P in any manner by holding negotiations or by doing any other acts with third party as also from selling, transferring, alienating, encumbering or creating a third party interest thereupon. However, this order shall be subject to compliance of provisions of Order 39 Rule 3 of the Code of Civil Procedure by the applicants/plaintiffs.”

After hearing the respective parties, this Court is of the opinion that plaintiffs/applicants have paid a sum of Rs. 20,00,000/- to the non-applicants/defendants though, the said fact has been disputed by the non-applicants.

On the face of the record, it reveals that defendants have received Rs.20,00,000/- from the plaintiffs and they cannot be permitted to create third party rights during the pendency of the suit. Payment of Rs.20,00,000/- by the plaintiffs to the defendants makes out a prima face case in their favour. The balance of convenience also lies in favour of plaintiffs and in case the defendants are not restrained from creating third party rights the plaintiffs shall suffer huge and irreparable loss.

Consequently, interim order dated 06.04.2023, which was modified on 14.05.2025 passed by this Court is made absolute during the pendency of the suit. Application stands disposed of.

**(Romesh Verma)
Judge**

March 05,2026 (meera)