

CR 2412/2023**Mahinder Singh v Kapoor Chand and another**

Present:- Mr. Parminder Singh, Advocate for the petitioner.

It is inter alia submitted by the ld. counsel for the petitioner that petitioner had entered into an agreement dated 21.5.2013 with the respondent no. 1 for sale of land measuring 7K2.6M. It is submitted that the civil suit for specific performance of said agreement was decreed on 19.10.2019 whereby a direction was issued to deliver the vacant possession of the suit land to the petitioner/decreed holder.

It is submitted that 3rd party objections filed by one Rajinder were dismissed vide order dated 7.12.2022 (Annexure P-3).

However, at the time of execution of Sale Deed on the basis of the Civil Court Decree it has been found that the Respondent No.1 fraudulently entered into an agreement for sale of land measuring 7 Kanal 2.6M whereas the respondent No. 1 after execution of the sale deed dated 22.11.2012 (P-5) in favour of Smt. Sunita left with title, share of land measuring 2K 14.6M only. Accordingly the sale deed of 2K 14.6 Marla (P- 4) in favour of the petitioner has been executed with a direction to give the possession in Killa No.2/1(2-14.6) min.

It is submitted that though another third Party objection of Samay Singh was dismissed vide order dated 6.2.2023 (P-8), however, at the time of dismissing the third party objection, only the symbolic possession of the Suit property has been ordered to be delivered while ignoring the Civil

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Court Decree Ex.P2 and sale deed Ex.P4 whereby possession of 2 Kanal 14.6 Marla in Killa No.2/1(2-14.6)min sought has been ordered to be delivered to the petitioner of the suit property.

Notice of motion for 6.11.2023.

21.4.2023.
Joshi

(Nidhi Gupta)
Judge