

**M/s JRL Resorts Pvt. Ltd. Vs. Ram Singh**

**Civil Suit No.37 of 2026**

06.07.2026 Present: Ms. Chehak Khurana, Advocate, for the plaintiff.

**OMP No.563 of 2026**

The instant suit has been filed by the plaintiff against the defendant for specific performance of agreement dated 22.09.2017, whereby the defendant had agreed to sell the land comprised in Khata/Khatauni No.21/33, Khasra No.153, measuring 12.12 Bighas and Khata/Khatauni No.34/51, Khasra Nos.573/56, 574/56, and 638/575/56, Kita 3, measuring 43.16 Bighas, total measuring 56-08 bigha, situated at Mauza/Mohal Tikkar, Hadbast No.385, Tehsil Pachhad, District Sirmaur, H.P. for a total sale consideration of Rs.3,13,00,000/-.

As per the averments as made in the plaint especially para-8, the case set up by the plaintiff, the following payment has been made:

- (a) Rs. 49,00,000/- through cheque no. 237343 dated 26.09.2017 drawn on Canara Bank Delhi (RTGS)
- (b) Rs. 50,00,000/- through cheque no. 237370 dated 10.09.2018 drawn on Canara Bank Delhi.
- (c) Rs. 64,00,000/- through cheque no. 237374 dated 27.09.2018 drawn on Canara Bank Delhi (RTGS).
- (d) Rs. 25,00,000/- through cheque no. 237384 dated 19.01.2019 drawn on Canara Bank Delhi (RTGS).
- (e) Rs. 25,00,000/- through cheque no. 237385 dated 23.01.2019 drawn on Canara Bank Delhi (RTGS).

(f) Rs. 50,00,000/- through cheque no. 237386 dated 18.02.2019 drawn Canara Bank Delhi (RTGS).

(g) Rs. 25,00,000/- through cheque no. 237400 dated 26.08.2019 drawn on Canara Bank Delhi (RTGS).

(h) Rs. 25,00,000/- through cheque no. 259155 dated 03.02.2020 drawn Canara Bank Delhi (RTGS).

It is contended by learned counsel for the applicant/plaintiff that the entire total sale consideration amount stood paid to the defendant and he has executed two sale deeds dated 06.01.2020 and 22.07.2021 in favour of the plaintiff. She further contended that out of total land measuring 56.8 Bighas, the defendant has sold 17.7 bighas by executing two sale deeds dated 06.01.2020 and 22.07.2021. It has further been contended that fact remains that out of the total suit land, now the land comprising 38.11 bighas has to be sold by executing the necessary sale deeds in favour of the applicant/plaintiff.

It is the case of the plaintiff that the non-applicant/defendant is under obligation to supply all the documents, affidavits and undertakings, including certificate of land holding and that he will not become landless and for that purpose he is not performing his part of contract. It has further been contended by the learned counsel for the applicant/plaintiff that the non-applicant/defendant is under obligation to execute the sale deeds and supply all the relevant documents, which are

required for the execution of the sale deeds. The applicant/plaintiff has been able to make out prima facie case in its favour.

Consequently, it is ordered that the defendant is restrained from transferring, mortgaging, creating charge, entering into any new agreement with any third party, and the defendant/respondent is further restrained not to transfer the suit land to any of his legal heirs or to change the nature of the suit land comprised in Khata/Khatauni No.34/51, Khasra No.573/56 to the extent of 604/609 share and 638/575/56 to the extent of 167/172 share, Kita 2, measuring 38.11 bigha, situated at Mauza/Mohal Tikar, Hadbast No.385, Tehsil Pachhad, District Sirmaur, H.P. either by himself or through his agent, assigns, labour, attorneys, family members, legal heirs, successors till the next date of hearing.

List on 10.08.2026. In the meantime, compliance of Order 39 Rule 3 of CPC be made.

**( Romesh Verma )**  
**Judge**

July 06, 2026  
(vt)