

Punjab-Haryana High Court

Swaraj Pal Singh And Anr vs Arun Kumar And Ors on 6 July, 2026

Author: Pankaj Jain

Bench: Pankaj Jain

1	RSA-2793-2013	(O&M)
IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH		
April, 2026	Reserved on 16th of	
of July, 2026	Pronounced on 6th	
July, 2026	Uploaded on 6th of	
pronounced?	No	Whether only operative part of the judgment is
Yes		Whether full judgment is pronounced?
(O&M)	RSA-2793-2013	
....Appellants	Swaraj	Pal Singh and another
	Versus	
.....Respondents	Arun	Kumar and others

CORAM : HON'BLE MR. JUSTICE PANKAJ JAIN

Present : Mr. Akshay Bhan, Senior Advocate with
Mr. Santosh Sharma, Advocate,
Mr. Varun Sandhu, Advocate and
Mr. Harsh Vasu Gupta, Advocate
for the appellants.

Mr. J.K. Chauhan, Advocate and
Mr. Abhay Pratap S. Chauhan, Advocate
for respondents No.1 to 5 and
Mr. Jasbir Singh Ahlawat in person
(attorney of respondents No.1 to 5)

Mr. Vaibhav Gupta, Advocate
for the applicant in CM-10078-C-2005.

PANKAJ JAIN, J.

Defendant No. 1 and defendant No.2 are in second appeal.

2. For convenience and to avoid confusion, the parties hereinafter are referred to as by their original position before the Court of the First Instance i.e., the appellants as defendants No.1 and 2 and respondents No.1 to 5 as 'plaintiffs' and respondents No.6 and 7 as 'defendants No.3 and 4'.

3. Plaintiffs filed suit seeking decree of declaration to the effect that plaintiffs No.1 to 3 are absolute owners in possession of land measuring 1 Kanal 12 Marlas comprised in Khasra No.196 (2-0) on the basis of sale deed dated 29.08.1985 and that plaintiffs No.4 and 5 are owners to the extent of 6 Marlas out of the same land on the basis of sale deed dated 12.06.1985 executed in their favour by defendant No.1. Plaintiffs further sought declaration to the effect that sale deed dated 20.08.1987 executed by defendant No.1 in favour of defendant No.2 qua land measuring 1 Kanal 12 Marlas and the consequential Mutation No.1374 sanctioned in favour of defendant No.2 and sale deed dated 20.12.1984 executed by defendant No.1 in favour of defendants No.3 and 4 along with consequential mutation are not binding on the rights of the plaintiffs. They further sought

decree for permanent injunction restraining defendants from interfering in their peaceful possession over 10 shops constructed over the suit land along with vacant land total measuring 1 Kanal 18 Marlas.

3.1. As per plaintiffs, defendant No.1 is the owner of 2 Kanals of land comprised in Khasra No.196 vide sale deed dated 08.06.1984. Defendant No.1 sold six half built shops along with vacant land to the extent of 1 Kanal 12 Marlas in favour of plaintiffs No.1 to 3 for a valuable consideration of Rs.40,000/- vide registered sale deed dated 29.08.1985. Possession of six half built shops and vacant land was delivered by defendant No.1 to plaintiffs No.1 to 3. After coming into possession as owners, plaintiffs No.1 to 3 completed the construction and are absolute owners of six shops constructed over the suit land. Defendant No.1 further sold 6 Marlas of land out of the remaining 8 Marlas in favour of plaintiffs No.4 and 5 vide registered sale deed dated 12.06.1985 for Rs.40,000/- along with four shops constructed thereupon. Plaintiffs owing to inadvertence could not get the mutation sanctioned in their favour. Defendant No.1 taking undue advantage thereof, executed sale deed dated 20.08.1987 in favour of defendant No.2, selling 15 Marlas of land for a consideration of Rs.40,000/-. Defendant No.1 earlier executed sale deed dated 20.12.1984 in favour of defendants No.3 and 4 in respect of land comprised in Khasra No.196 and other khasra numbers. Mutation on the basis of sale deed dated 20.12.1984 stands sanctioned in favour of defendants No.3 and 4, but the same is illegal and not binding upon the rights of the plaintiffs. Plaintiffs claimed to be in possession of ten shops constructed over the land comprised in Khasra No.196 along with vacant land total admeasuring 1 Kanal 18 Marlas and seek further relief of permanent injunction restraining defendants from interfering in their peaceful possession.

4. Suit was contested by defendants No.1 and 2. Defendants No.3 and 4 were proceeded ex parte.

4.1. Defendant No.1 in his written statement pleaded that the suit filed by the plaintiffs is based upon the wrong facts. There are fifteen shops in existence over the suit land. Ten shops are in possession of Vipin Kumar and Manoj Kumar, who purchased the same from defendant No.2 vide sale deed dated 22.04.1997 for a total sale consideration of Rs.1,75,000/-. It is claimed that sale deeds dated 12.06.1985 and 29.08.1985 are sham transactions. There was an understanding between defendant No.1 and Kanwar Vijay Pal Singh, the predecessor-in-interest of plaintiffs. Kanwar Vijay Pal Singh agreed to exchange Plot No.599, Sector 6, Panchkula with defendant No.1. At the time the sale deeds were executed, Kanwar Vijay Pal Singh executed General Power of Attorney in favour of defendant No.1 on 30.08.1995 authorizing him to deal w.r.t. plot No.599, Sector 6, Panchkula. After the sale deeds were executed, Kanwar Vijay Pal Singh changed his mind and sold plot No.599, Sector 6, Panchkula himself. He never claimed any right, title or interest in the land comprised in Khasra No.196. Sale deeds dated 12.06.1985 and 29.08.1985 were not given effect to and defendant No.1 remained owner in possession of the property in question till he sold the same. In the year 1984, part of

the suit land was sold in favour of defendants No.3 and 4 and to defendant No.2 in the year 1987. Kanwar Vijay Pal Singh during his lifetime never challenged the sale deeds knowing well that the understanding between defendant No.1 and Kanwar Vijay Pal Singh stands aborted as he sold his plot No.599, Sector 6, Panchkula himself.

4.2. Defendant No.1 claimed that the suit is bad being barred by limitation. It was claimed that neither plaintiffs nor their predecessor ever came in possession of the suit land. Defendant No.1 sold 4.5 Marlas of land out of Khasra No.196 to defendants No.3 and 4. The said land stands acquired by PWD. Compensation qua the land acquired stands paid to defendants No.3 and 4. Kanwar Vijay Pal Singh was present at the time the compensation was paid to defendants No.3 and 4, but he never raised any claim regarding payment of compensation. Defendant No.1 was left with 15.5 Marlas of land and was not owner in possession of 1 Kanal 18 Marlas of land. Thus, the sale deeds dated 12.06.1985 and that dated 29.08.1985 being sham transactions do not confer any right, title or interest in favour of the plaintiffs.

4.3. Defendant No.2 in a separate written statement has toed the stand taken by defendant No.1.

4.4. Initially written statement was filed on behalf of defendants No.3 and 4 claiming that they have purchased land measuring 1 Kanal 4.5 Marlas comprised in Khasra No.196 vide sale deed dated 20.12.1984 and since then they are owners in possession of the shops constructed thereupon. Later on defendants No.3 and 4 opted not to appear in the suit and were accordingly, proceeded ex parte.

5. Suit filed by the plaintiff was put to trial by the Court of the First Instance on the following Issues:

"1. Whether the plaintiff Nos. 1 to 3 have became owner in possession of 1K 12 Marlas of land out of Khasra No.196(2-0) along with six shops constructed thereupon by virtue of sale deed dated 29.08.1985 executed by defendant No.1 in their favour?OPP.

2. Whether plaintiffs have acquired ownership of six marlas of land out of Khasra No.196(2-0) along with four shops by virtue of registered sale deed executed by defendant No.1 in their favour? OPP.

3. Whether the sale deed dated 20.08.87 executed by defendant No.1 in favour of defendant No.2 and the sale deed dated 20.12.84 executed by defendant No.1 in favour of defendant Nos.3 & 4 are illegal null and void and are liable to be set aside in view of the grounds taken by the plaintiff? OPP.

4. Whether revenue entries in the name of defendants Nos.2 to 4 are illegal, null and void and not operative upon the rights of the plaintiff?OPP.

5. Whether Jasbir Singh son of Mukhtiar Singh is duly authorized attorney of the plaintiff?OPP.

6. Whether plaintiffs are entitled to the relief as claimed for?

OPP.

6A. Whether the defendant No.2 is bonafide purchaser of the land in dispute?OPD.

7. Whether the suit is not maintainable in the present form?

OPD.

8. Whether plaintiffs have no locus-standi to file the present suit?OPD.

9. Whether Whether the suit is barred by limitation ?OPD.

10. Whether the plaintiffs are guilty of suppressing the true and material facts from the knowledge of the court?OPD.

11. Whether the suit is bad for mis-joinder and non-joinder of necessary parties?OPD.

12. Whether the suit is bad for the purpose of court fees and jurisdiction?OPD.

13. Relief"

6. While deciding Issues No.1, 2, 3, 4, 6 and 6-A, the Court of the First Instance found that as per the admitted position defendant No.1 was not owner possession of 2 Kanals of land comprised in Khasra No.196 under sale deed dated 08.06.1984. He sold 1 Kanal 4.5 Marlas of land out of the same vide sale deed dated 20.12.1984 (Exhibit D-17) in favour of defendants No.3 and 4 and was left with 15.5 Marlas of land thereafter. Plaintiffs No.3 and 4 claimed to have purchased 6 Marlas of land out of the same vide sale deed dated 12.06.1985 (Exhibit P-1). That being so, defendant No.1 was thereafter left with 9.5 Marlas of land. Plaintiffs No.1 to 3 claimed to have purchased 1 Kanal 12 Marlas of land vide sale deed dated 29.08.1985 (Exhibit PW2/A). Defendant No.1 does not dispute execution of the aforesaid sale deeds. The execution of sale deeds is admitted in the pleadings as well as in evidence by defendant No.1 while appearing as DW7. Thus, according to [Section 48](#) of the Transfer of Property Act, 1882 (hereinafter referred to as '1882 Act'), the Court of the First Instance held that the sale deeds in favour of plaintiffs do not affect the sale deed executed by defendant No.1 in favour of defendants No.3 and 4, dated 20.12.1984 being prior in time to the sale deed dated 12.06.1985 (Exhibit P-1) in favour of defendants No.4 and 5 and sale deed dated 29.08.1985 (Exhibit PW2/A) executed by defendant No.1 in favour of plaintiffs No.1 to 3. The Court of the First Instance thus dismissed the suit qua defendants No.3 and 4 holding plaintiffs No.3 and 4 to be owners in possession of 6 Marlas of land and plaintiffs No.1 to 3 to be owners to the extent of residual land measuring 9.5 Marlas.

6.1. While deciding Issue No.7 raised by the defendants regarding maintainability of the suit in the absence of prayer for possession, the Court held that since defendant No.1 does not deny execution of the sale deed and sale deeds in favour of plaintiffs contain covenant with regard to handing over of the possession by defendant No.1 to the plaintiffs, the suit filed by the plaintiffs is maintainable.

6.2. Deciding Issue No.9 regarding limitation, the Court held that the sale deed executed by defendant No.1 in favour of defendant No.2 being void ab initio, the suit cannot be held to be barred by limitation. The Trial Court accordingly, partly decreed the suit filed by the plaintiffs.

7. Defendants No.1 and 2 preferred an appeal.

8. The Lower Appellate Court affirmed the findings recorded by the Trial Court.

9. In the present appeal preferred by defendants No.1 and 2 the findings recorded by the Courts below have been assailed. Mr. Bhan, Senior Counsel appearing for the appellants submits that the Courts below ignored the fact that the sale deeds in favour of plaintiffs were result of an understanding between defendant No.1 and Kanwar Vijay Pal Singh, who is father of plaintiffs No.4 and 5 and paternal uncle of plaintiffs No.1 to 3. Defendant No.1 executed two sale deeds dated 12.06.1985 and 29.08.1985 in favour of the plaintiffs. Thereafter, on 30.08.1985 Kanwar Vijay Pal Singh executed General Power of Attorney in favour of defendant No.1 authorizing him to deal with plot No.599, Sector 6, Panchkula. The sale deeds and General Power of Attorney being contemporaneous documents ought to have been read together by the Courts. A conjoint reading of the documents lead to no other inference, but that the deal between the parties was in fact an exchange of properties. Once Kanwar Vijay Pal Singh changed his mind and himself sold his plot No.599, Sector 6, Panchkula, the entire deal fizzled out. The exchange lost its effect. It is for this reason that despite sale deeds executed by defendant No.1 in favour of defendant No.2 and defendants No.3 and 4, Kanwar Vijay Pal Singh during his lifetime never raised any objection.

9.1. Mr. Bhan further submits that the suit filed by the plaintiffs is barred by limitation. He submits that the sale deeds are of the year 1985 whereas the suit was instituted on 20.11.1996. In the plaint, plaintiffs pray for cancellation of the sale deeds. The limitation would be governed by [Article 59](#) of the [Limitation Act, 1963](#) (hereinafter referred to as '1963 Act') which is three years and shall commence from the date when the facts entitling the plaintiffs to have the instrument cancelled first became known to them. Sale deeds in the present case being registered sale deeds, plaintiffs are deemed to have constructive notice. The limitation shall thus have run from the date of execution of the sale deeds in the year 1985. 9.2. He has further drawn attention of this Court to the pleadings raised in the plaint to submit that the plaintiffs themselves pleaded that the cause of action arose on 29.08.1985 and 12.06.1985 when they purchased the land in

question and thereafter on 20.08.1987 when defendant No.1 executed sale deed in favour of defendant No.2. He thus, submits that the findings recorded by the Courts below on the Issue qua limitation cannot be sustained and the same deserve to be set aside. In order to support his contentions, he relies upon ratio of law laid down by Supreme Court in the case of Suraj Lamp and Industries (P) Ltd. Thru. [DIR vs. State of Haryana and Anr.](#), (2009) 7 SCC 363 and on the judgment passed by Karnataka High Court in the case titled as Shekharappa S/o Late Hanumangounda vs. Smt. Soogamma W/o Maliikarjunappa and others

- RSA No.7370 of 2013 decided on 27.03.2017. Mr. Bhan thus prays that the judgment and decree passed by the Courts below be set aside and the suit filed by the plaintiffs be dismissed being barred by limitation.

10. Per contra, counsel for respondents No.1 to 5 would submit that the plea raised by the appellants that the sale deeds in favour of the plaintiffs were based upon understanding between defendant No.1 and Kanwar Vijay Pal Singh qua exchange of plot No.599, Sector 6, Panchkula could not be proved. The plea raised is against the recitals of the sale deeds admittedly executed by defendant No.1. The said plea remained a bald assertion which was never corroborated by a cogent piece of evidence. Thus, the same has been rightly discarded by the Courts below. He submits that there is a specific recital qua delivery of possession of the suit land to the plaintiffs. Thus, the Courts rightly held the plaintiffs to be in possession of the suit land. Even if the plaintiffs are held to be not in possession of the suit property for the sake of arguments, they being co-owners in the suit land along with defendants No.3 and 4, possession of defendants No.3 and 4 is deemed to be possession on behalf of the plaintiffs as well. 10.1. Mr. Chauhan further submits that the issue of limitation has been rightly answered in favour of the plaintiffs. Sale deeds in favour of the plaintiffs being prior in time have been rightly held to have precedence over the subsequent sale deeds in favour of defendant No.2. Plaintiffs filed present suit seeking decree of declaration that they are owners in possession of the suit property on the basis of sale deed, relief qua subsequent sale deeds is merely an ancillary relief. On the day defendant No.1 executed sale deed in favour of defendant No.2, he had no right, title or interest vested in him qua the suit land, a void transaction cannot rob off the plaintiffs of their valuable rights and the plaintiffs can maintain simple suit for declaration to the effect that they are owners in possession of the suit land. The cause of action in favour of the plaintiffs accrued on the date cloud was raised over their title, i.e., few days prior to the institution of the suit when defendants No.2, 3, and 4 threatened to interfere in the possession of the plaintiffs.

11. I have heard counsel for the parties and have carefully gone through the records of the case.

12. Admittedly, defendant No.1 was owner in possession of the land comprised in Khasra No.196, admeasuring 2 kanal 0 marlas. Plaintiffs No.4 and 5 claim to have purchased 6

marlas land out of same vide sale deed dated 12.06.1985. Plaintiffs No.1 to 3 claim to have purchased land measuring 1 kanal 12 marlas out of the said Khata number vide sale deed dated 29.08.1985. Defendant No.1 does not dispute execution of these sale deeds. Defendant No.1, however, claims that the sale deeds were not executed in lieu of consideration, but in lieu of exchange of plot bearing No. 599, Sector 6, Panchkula with one Kanwar Vijay Pal Singh, father of plaintiffs No.4 and 5 and paternal uncle of plaintiffs No.1 to 3. In order to prove the same, defendant No.1 claims that Kanwar Vijay Pal Singh executed GPA qua Plot No.599, Sector 6, Panchkula in his favour on 30.08.1985.

12.1. The major plank of the argument raised by Mr. Bhan is that the suit filed by the plaintiffs is barred by limitation. The prayer clause in the plaint reads as under:

"14. It is, therefore, prayed that a decree for declaration to the effect that the plaintiffs No.1 to 3 are the absolute owners and in possession of 1K-12M of land, out of Khasra No.196 (2-0), alongwith 6 shops constructed thereon, situated in village Bhainsa Tibba, Tehsil and District. Panchkula, purchased by the plaintiffs No.1 to 3 from the defendant No.1 vide registered sale deed dated 29.8.1985 registered as document No.1335 on 29.8.1985 in the office of the Sub Registrar, Kalka, for valuable consideration of Rs.40,000/- and the plaintiffs No.4 and 5 are the absolute owners and in possession of 6 marlas of land, out of the land bearing Khasra No.196 (2-0), situated in village Bhainsa Tibba, Tehsil and District Panchkula, alongwith 4 shops constructed thereupon, purchased by the plaintiffs No.4 and 5 from the defendant No.1 vide registered sale deed dated 12.6.1985 registered as document No.712 on 12.6.1985 in the office of the Sub Registrar, Kala, for valuable consideration of Rs.40,000/- and the sale deed dated 20.8.1987 executed by the defendant No.1 in favour of the defendant No.2 in respect of 1K-12M of land, registered as document No.1354/1, in the office of the Sub Registrar, Kalka, alongwith mutation No.1374 sanctioned in favour of the defendant No.2 on the basis of the sale deed dated 20.8.1987 to the extent of 15 Marlas and the sale deed dated 20.12.1984 executed by the defendant No.1 in favour of the defendants No.3 and 4 registered in the office of the Sub Registrar, Kala, alongwith mutation No.1285 sanctioned on the basis of the sale deeds, are illegal, null and void without jurisdiction, ineffective, inoperative and not binding upon the plaintiffs and are liable to be set aside/cancelled and for a decree of permanent injunction restraining the defendants from interfering in the peaceful possession in any manner whatsoever over 10 shops constructed over Khasra No.196, alongwith vacant land measuring 1K-18M, situated in village Bhainsa Tibba, Tehsil and District Panchkula, may kindly be passed in favour of the plaintiffs and against the defendants with costs of the suit, and any other relief to which the plaintiffs are found entitled to may also be granted to the plaintiffs".

12.2. Para 12 spells out pleadings qua cause of action to maintain the plaint. The same reads as under:

"12. That the cause of action arose in favour of plaintiffs and against the defendants on 29.8.1985 and 12.6.1985 respectively when the plaintiffs purchased the land in question, alongwith the shops constructed thereon, from the defendant No.1, vide registered sale deed, for valuable consideration in the year 1985, thereafter when the plaintiffs completed the construction of the shop in question, on 20.8.1987 when the defendant No.1 executed sale deed regarding the suit property in favour of def No.2 on 20.12.1984 when the defendnats No.1 executed the sale deed in favour of the defendants No.3 and 4 which includes Khasra No.196, now a few days ago when the defendants No.2, 3 and 4 threatened to interfere in the possession of the plaintiffs at village Bhainsa Tibba, Tehsil and Disttt. Panchkula, within the jurisdiction of this Honourable court and this Honourable court has got the jurisdiction to entertain and try the present suit."

12.3. The plaintiffs have thus sought decree of declaration to the effect that they are owners in possession of the suit land on the basis of two registered sale deeds dated 12.06.1985 and 29.08.1985. They have further sought declaration to the effect that the sale deed dated 20.08.1987 executed by defendant No.1 in favour of defendant No.2 is illegal, null and void and not binding upon their rights. In the considered opinion of this Court, even if the suit for declaration challenging the sale deed executed by defendant No.1 in favour of defendant No.2, is held to be barred by limitation relying upon [Article 59](#) of 1963 Act, the decree of declaration claimed by the defendants to be owners in possession of the suit land on the basis of registered sale deeds executed in their favour by defendant No.1 would still survive. The plaintiffs can avoid the sale deed executed by defendant No.1 in favour of defendant No.2 which is subsequent to the sale deeds executed by defendant No.1 in their favour. Thus, declaration sought by the plaintiffs to the effect that they are owners in possession cannot be said to be barred by limitation.

12.4. Needless to observ+e here that the declaration qua instrument has its genesis under Chapter V, [Section 31](#) of the Specific Relief Act, 1963 whereas declaration qua character or right of title falls within the ambit of Chapter VI [Section 34](#) of the Specific Relief Act, 1963. These are different reliefs based upon different cause of action.

12.5. Plaintiff was required to file suit when his title and right to possess the property came under cloud. As per averments made in the plaint, defendants threatened his possession few days before filing of suit claiming themselves to be owner. This act of defendants necessitated filing of present suit. In these circumstances, this Court finds that the suit filed by the plaintiffs qua their title over the suit property cannot be held to be barred by limitation and their sale deeds being prior in time, they can well avoid the sale deed executed by defendant No.1 in favour of defendant No.2. The Courts below have rightly invoked Section 48 of 1882 Act to hold that the transfer prior in time shall have an overriding effect over the transfer which is later in time. There are four different sale deeds executed by defendant No.1 in favour of parties to the lis. The first sale deed executed by defendant No.1 in favour of defendants No.3 and 4, dated 20.12.1984 is qua land measuring 1 Kanal 4.5 Marlas. Having executed sale deed in favour of defendants

No.3 and 4 qua 1 Kanal 4.5 Marlas, defendant No.1 was left with 15.5 Marlas of land. Vide sale deed dated 12.06.1985, he sold 6 Marlas of land in favour of plaintiffs No.4 and 5 and was left with 9.5 Marlas of land. Vide sale deed dated 29.08.1985 though defendant No.1 sold land measuring 1 Kanal 12 Marlas in favour of plaintiffs No.1 to 3, but he was left only with 9.5 Marlas of land. Accordingly, the Courts below rightly held sale deed dated 29.08.1985 valid only qua 9.5 Marlas of land.

12.6. On 20.08.1987 when defendant No.1 executed sale deed in favour of defendant No.2 qua 1 Kanal 12 Marlas of land, he was having no right, title or interest vested in him and thus had no capacity to execute the sale deed in favour of defendant No.2. Thus, the Courts below have rightly granted decree of declaration that the plaintiffs are owners in possession of land measuring 6 Marlas + 9.5 Marlas = 15.5 Marlas of land, out of 2 Kanal land comprised in Khasra No.196. The suit was instituted on 20.11.1996. Sale deed executed by defendant No.2 in favour of Vipin Kumar and Manoj Kumar on 22.04.1997 being hit by lis pendence has no bearing on the rights of the plaintiffs.

12.7. This Court finds no reason to interfere in the findings recorded by Courts below that defendant No.1 failed to prove that the sale deeds were in fact exchanged. Kanwar Vijay Pal Singh is not a party to any of the sale deeds executed by defendant No.1 on 12.06.1985 and 29.08.1985. Defendant No.1 does not dispute that he executed these sale deeds in favour of the plaintiffs. The sale deeds are registered documents containing recital with respect to payment of sale consideration by plaintiffs to defendant No.1. During the lifetime of Kanwar Vijay Pal Singh, defendant No.1 never sought any declaration to the effect that the exchange gets aborted since Kanwar Vijay Pal Singh has sold the plot himself. No suit was filed seeking annulment of the sale deeds executed by defendant No.1 in favour of plaintiffs. In these circumstances, the courts rightly repelled the plea raised by defendant No.1 regarding sale deeds being result of exchange. 12.8. Finding no merit in the present appeal, the same is ordered to be dismissed.

13. Since the applicants have propounded agreement to sell dated 14.07.2006 claimed to have been executed in their favour by defendant No.1 and this Court has already held that defendant No.1 had no right, title or interest vested in him qua any part of the suit property after executing sale deed in favour of the plaintiffs No.1 to 3 on 29.08.1985, the application under Order I Rule 8A r/w [Section 151](#) CPC (CM-10078-C-2025) filed on behalf of the applicants seeking permission to take part in the proceedings as intervenors/respondents No.8 & 9, is ordered to be dismissed.

14. Pending application(s), if any, shall also stand disposed off.

Judge

Dpr

Whether speaking/reasoned : Yes

Whether reportable : Yes