

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

C.R No. 627 of 2008

Date of decision : January 31, 2008

H.S.Monga

..... Petitioner

through Mr.R.B.S.Chahal, Advocate

v.

Ravi Inder Singh & others,

..... Respondents

CORAM : HON'BLE MR.JUSTICE RAJIVE BHALLA

- 1. Whether Reporters of Local Newspapers may be allowed to see the judgment ?**
- 2. To be referred to the Reporters or not ?**
- 3. Whether the judgment should be reported in the Digest ?**

RAJIVE BHALLA,J

Challenge in this revision petition is to the orders, dated 25.10.2007 and 22.12.2007, passed by the learned Civil Judge (Junior Division), Chandigarh and the learned Additional District Judge, Chandigarh respectively, declining to grant an injunction to the petitioner.

The petitioner filed a suit for permanent injunction to restrain respondent No.1 from selling plot No.33-34, Industrial Area, Phase II, Chandigarh to respondent No.2, as per agreement to sell, executed in the month of September, 2007 between respondent No.1 and respondent No.2, till such time as his agreed remuneration of 1% of the total sale consideration is paid.

Accompanying the suit was an application filed under Order 39 Rules 1 and 2 of the CPC praying for the grant of an ad interim injunction

restraining respondents No.1 and 2 from executing the sale deed. The learned trial Court, vide order, dated 25.10.2007, declined the petitioner's prayer. The petitioner thereafter filed an appeal before the learned Additional District Judge, Chandigarh. The appeal was dismissed, vide order, dated 22.12.2007.

Counsel for the petitioner states that the petitioner is an estate agent who facilitated the agreement to sell plot No.33-34, Industrial Area, Phase II, Chandigarh, between respondent No.1 and respondent No.2. The respondents agreed to pay 1% of the total sale consideration as commission, for the petitioner's services. However, during negotiations, respondents No.1 and 2 bye-passed the petitioner and concluded the deal directly, for a sum of Rs.60 crores. As the petitioner's remuneration remains unpaid, the petitioner is entitled to receive 1% of the total sale consideration as commission. The learned Courts below should have, in all fairness, directed the parties to maintain status quo with respect to the transfer of ownership of the aforementioned plot.

I have heard counsel for the petitioner and perused the impugned orders.

The impugned orders, in my considered opinion, do not suffer from any error of jurisdiction or of law as would warrant interference in the discharge of jurisdiction under Article 227 of the Constitution of India. The sole claim, as put forth by the petitioner, is a prayer for payment of his agreed remuneration, as the estate agent, who facilitated negotiations for the sale of a plot between respondents No.1 and 2. Respondent No.2 has denied that he ever availed the services of the petitioner or that he ever agreed to pay any commission to him. Other facts, namely, the issuance of

a cheque that eventually expired, a due diligence report, submitted by an Advocate, at the behest of respondent No.2, have also been denied. It would also be necessary to notice that no written authorization to conduct the negotiations has been produced by the petitioner, in support of his claim.

The petitioner's suit is, in essence, a suit for recovery of remuneration and if successful would be decreed. No circumstance exists as would lead to any irreparable loss, harm and damage to the petitioner. In view of the facts, referred to herein above, and noticed in detail by the learned appellate Court, the petitioner's prayer to restrain respondents No.1 and 2 from executing a sale deed, was rightly rejected. Consequently, the revision petition lacks merit and is dismissed in limine.

January 31, 2008.
`kk'

(RAJIVE BHALLA)
JUDGE