

**COURT NOTICE
(U/o 5 Rule 20 CPC)**

**IN THE COURT OF Sh. Rajeev
Additional Civil Judge (Senior Division) Fatehabad**

**Next Date, Purpose of case, Orders and Judgments as well as other
case information is available on <http://ecourts.gov.in>**

Maina Devi

Vs.

Ajit Singh

Suit for symbolic possession by way of specific performance on the basis of agreement to sell dated 16.09.2019 executed by the defendant in favour of Ram Dass, predecessor-in-interest of the plaintiffs whereby the defendant agreed to sell to Ram Dass, predecessor-in-interest of the plaintiffs his Constructed House, Eastern Side 35 feet house Sumit, Western Side 35 feet street onwards, Northern Side 24 feet house Sonu and Southern Side 24 feet house of Balwinder Kaur, Moja Gurunanakpura Mohalla Fatehabad, Tehsil and District Fatehabad as per Assessment record of Municipal Council at Serial No.267, Property No. 08005600480267 MCF/B02/0267 year 2016-17 for total sale consideration of Rs. 2,70,000/- (Rupees Two Lakh Seventy Thousand Only) and received a sum of Rs. 2,10,000/- (Rupees Two Lakh Ten Thousand only) detailed as Rs. 1,95,000/- by way of cheque No.014684 Union Bank of India and 15,000/- in Cash on 16.09.2019 on the day of execution of the agreement dated 16.09.2019 in the presence of witnesses from Ram Dass, predecessor-in-interest of the plaintiffs as earnest money and fixed the date for execution and registration of the sale deed as 15.09.2020 but the defendant failed to perform his part of contract as per the agreement to sell dated 16.09.2019, If due to any reason the Hon ble Court comes to conclusion that the plaintiffs are not entitled for the main relief of symbolic possession by way of specific performance, in that case in the alternative, the plaintiffs is entitled to recover/ receive from the defendant a sum of Rs. 2,70,000/- (Rupees Two Lakh Seventy Thousand only) i.e. Rs.2,10,000/- (Rupees Two Lakh Ten Thousand Only) paid by the plaintiffs as earnest money etc. under the aforesaid agreement and Rs. 60,000/- (Rupees Sixty Thousand Only) as damages or compensation on the account of breach of contract by the defendant along with pendente lite and future interest @ 24 per cent per annum of the above mentioned amount of Rs. 2,70,000/- by way of creating charge over the suit land and as a consequential relief suit for permanent injunction thereby restraining the defendant from alienating and transferring the suit land to any other person other than the plaintiffs and creating any kind of encumbrance over the above mentioned land in any manner. On the basis of oral and documentary evidence of each and every description.

**CNR No. HRFT02-
000914-2022
Next Date:- 06-11-
2024**

PUBLICATION ISSUED TO:

**Ajit Singh
Son of Shri Bahadur Singh
Gurunanakpura Mohalla, Fatehabad, Tehsil and District Fatehabad,
FATEHABAD, HARYANA**

To,

The Manager
Bharat Desh Hamara.

Whereas it has been proved to the satisfaction of the Court that the defendant(s)/respondent(s) above named cannot be served in the ordinary way of service. Hence, this proclamation **under order 5 Rule 20 CPC** is hereby issued against him/them and should appear personally or through their counsel on **06-11-2024 at 10:00 a.m.**

Take notice that, in default of his/their appearance on the day before mentioned, the above said case will be heard and determined in his/their absence according to law.

Given under my hand and the seal of the Court, this **27-09-2024**.



Additional Civil Judge (Senior Division)

[Signature] **Fatehabad**