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A LECTURE ON INTERLOCUTORY ORDERS - SPECIFIC RELIEF ACT

(SECTIONS 14, 16, 34, 37, 38, 41 AND 42)

At workshop for Junior Officers in twin Cities and Districts of Ranga Reddy,
Mahaboobnagar, Medak and Nizamabad

By

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Interlocutory Orders are normally understood as orders, which will be made on interlocutory applications pending the main matter. "Interlocutory Orders" are in contradistinction to final orders - final in the sense final disposal of the matter as such. It may be a final judgment or final order as the case may be. Always it cannot be said that the disposal of the suit by itself will attain the finality. The party may prefer an appeal, second appeal or special leave to Supreme Court and in pending proceedings of such a nature, interim orders will be passed on interlocutory applications made therein. Further, a decree itself may be preliminary, final, partly preliminary and partly final. There are certain suits like partition suits, mortgage suits *etc.*, where preliminary and final decrees are contemplated. Certain suits for specific performance even after decree shall be deemed to be pending for certain limited purposes. In such matters even after disposal of suit, certain interlocutory orders may be made by the Courts. However, by and large, interlocutory orders are understood as orders passed on interlocutory applications in pending matters in the hierarchy of Courts.

Interlocutory orders can be under Order 39 CPC dealing with temporary injunctions and interlocutory orders, attachment before judgment, appointment of receivers, appointment of Commissioners and

orders of the like nature under Code of Civil Procedure, hereinafter referred to as "Code". Here the topic is interlocutory orders - Specific Relief (Sections 14, 16, 34, 37, 38, 41 and 42). The subject is vast and time is limited. But, however, I will make an attempt to deal with the subject in a brief manner touching only salient aspects.

Section 14 of the Specific Relief Act, 1963, in short referred to as "Act" hereinafter, deals with contracts not specifically enforceable. Section 14 of the present Act corresponds to Section 21 of the Specific Relief Act, 1877. A contract for the non-performance of which compensation is an adequate relief, cannot be specifically enforced. However, actual proof is necessary regarding adequacy of compensation (AIR 1973 SC 2457). A contract which runs into such minute or numerous details of which is so dependent on the personal qualifications or volition of the parties, or otherwise from its nature is such that the Court cannot enforce specific performance of its material terms, cannot be specifically enforced. Contract of personal service cannot be specifically enforced. (AIR 1958 SC 1050, AIR 1976 SC 888, AIR 1970 SC 1244, AIR 2001 SC 1173).

Section 16 of the Act deals with personal bars to relief, which corresponds to Section 24 of 1877 Act. Conduct of the party is relevant in granting equitable relief

of specific performance (AIR 1995 Mad. 318). In a suit for specific performance, though it is obligatory to perform their part of the contract, it is not obligatory to tender or deposit entire sale consideration to establish readiness (1997 (4) ALT 127). To establish readiness and willingness, it is sufficient to establish that they had capacity to pay the sale consideration (AIR 1996 SC 2510). Readiness and willingness to perform contract must be in spirit and substance and not in letter and form (AIR 1999 SC 3029). *In re Kuttadan Velayadhan*, AIR 2001 Ker. 123, it was held that where execution of document was proved by plaintiff, it can be inferred that he had also paid the amount. For readiness and willingness see AIR 2001 Bom. 9, AIR 2001 SC 544, 2000 (9) SCC 214, 2000 (10) SCC 636, 2000 (6) SCC 420, 1998 AIHC 1078, 1998 AIHC 2013, 1997 (5) AIHC 2947, AIR 1995 SC 945. In *Rangaiah v. Satyanarayana*, AIR 2001 AP 251, it was held that where date had been stipulated by the parties for payment of balance sale consideration and it is specified that if payment is not made on that date, the agreement stands cancelled on the next day, then it can be said that time is the essence of the contract.

Section 34 of the Act corresponds to Section 42 of the 1877 Act. The object of the provision is to strengthen the testimony of title of the plaintiff. The provision deals with discretion of the Court as to declaration of status or right. In *Nagamma v. Shivappa*, AIR 1938 Mad. 1162, it was held that a person can seek the aid of the Court to dispel the cloud, in case a cloud is cast upon his title or legal character. This provision is not exhaustive of declaratory decrees (AIR 1967 SC 436). Where any person is entitled to institute a suit against another denying or interested to deny his title to a right, the Court in its discretion, is empowered to make a declaration that he is so entitled although the plaintiff has not asked for any other relief (AIR 1973 AP 189). It cannot

be said that in no case a suit for declaration is maintainable, but where the plaintiff being able to seek further relief than a mere declaration of title omits to do so, the Court will not entertain such a suit and will insist the plaintiff to add consequential relief too (AIR 1972 J&K 79). Where a truck owner merely asked for declaration that he is entitled to payment for loss of truck but had not sought for consequential relief of payment of quantified amount, such relief cannot be permitted by way of amendment at appellate stage which is barred by limitation (AIR 1996 SC 642). Court shall not grant mere declaration if plaintiff omits to seek further relief than the mere declaration which he is able to seek (1995 (3) ALT 588). Where the appellant is a derivative title holder in a suit for declaration of title and injunction, he is bound by the decree as judgment-debtor and cannot seek any declaration of this independent title thereof (1995 (6) SCC 140). Where in a suit for declaration of title and injunction, opposite parties had not claimed any right, decree for possession and injunction on the basis of prior possession was granted (AIR 1996 Ori. 180). Where plaintiff-tenant purchased the property from original owner and defendant club was presumed to be in permissive possession, declaration of title was granted in favour of plaintiff (AIR 1996 Cal. 84). In a suit for declaration, possession and *mesne* profits, father of defendants who was the tenant died in 1970 and option was not exercised by defendants, defendants were held to be trespassers (1997 (4) ALT 37). Where injunction is against obstruction of use of land of Government as way and defendant has nothing to do with it, plaintiff need not pray for declaration of right of way and a decree for injunction can be granted (1999 (3) Civil LJ 73 (Ori)). In a suit for declaration of title, burden is on the plaintiff to establish his title (1996 (2) ALD 1008 = 1996 (2) ALT 674). See AIR 1993 SC 957, AIR 1989 SC 1809 for consequential relief. Wherein a suit for declaration of title in

possession, in the cancellation deed it was specifically stated that the defendant had put up her thumb impression without understanding the contents, the decree on the strength of the sale deed cannot be sustained (1997 (6) AIHC 3759). Where the service rules neither expressly nor by implication have taken away jurisdiction of civil Courts to deal with service matters, it is an erroneous view that the jurisdiction of civil Courts under Section 34 of the Specific Relief Act, is also ousted (1999 (1) SCC 472). Where the plaintiff filed a suit not only for declaration of title but also for permanent injunction and paid *ad valorem* Court fee suit is not barred in view of proviso to Section 34 of the Specific Relief Act (1998 (4) AIHC 2750). A suit for bare injunction without a prayer for declaration of title who is in lawful possession of the property is maintainable (1999 (1) AIHC 489). Wherein a suit for declaration of title and injunction, opposite parties had not claimed any right, decree for possession and injunction on the basis of prior possession was granted (AIR 1996 Ori. 180). A suit for injunction to protect a right by prescription or to prevent interference with a right by prescription really implies the seeking of relief of declaration of right as well (AIR 1999 Ker. 405). Wife cannot file a suit for declaratory decree relating to legal character of husband (1998 (1) AIHC 805).

Section 37 of the Act deals with temporary and permanent injunctions and this provision corresponds to Sections 53 and 54 of 1877 Act. An interim relief is granted to a person on the footing that the person is *prima facie* entitled to the right on which is based the claim for the main relief and interim relief (AIR 1958 Mad. 287). Temporary injunctions are governed by Order 37, Rules 1 and 2 of the Code. The main object of granting temporary injunction is to maintain the *status quo* pending litigation (AIR 1951 Pat. 226). The granting of temporary injunction is purely within

the discretion of the Court and the exercise of such discretion may depend upon different circumstances which cannot be strictly defined (AIR 1969 Manipur 21). Temporary injunction is a discretionary order general granted for the purpose of maintaining the *status quo* and with a view to protect the interests of the parties pending disposal of the suit. No doubt the balance of convenience and the judicial discretion are the key notes in the matter of disposing of the applications for the relief of temporary injunctions (AIR 1972 Mad. 181). It is the duty of the Court to consider the affidavits and the relevant documents in the matter of granting or refusing to grant temporary injunction and considering the documents does not mean the mere reference in the order but there must be some discussion regarding the documents before coming to a conclusion (AIR 1974 Mad. 142). An order of temporary injunction cannot be granted to disturb the *status quo* (AIR 1956 Cal. 428). If the right being asserted, is not a justifiable one, no injunctive relief can be granted. A right not shown to be in case cannot be protected by an injunction. The granting or refusing of a temporary injunction is covered by three well established principles (1) whether the petitioner has made out a *prima facie* case (2) whether the balance of convenience is in his favour (3) whether the petitioner will suffer irreparable injury if temporary injunction is not granted (AIR 1975 AP 187). The party who seeks the aid of the Court for an injunction must show that the Act complained of is in violation of his right (AIR 1966 Mys. 74). Where there is a fair and substantial question to be decided between the parties or where there is a *bona fide* contention between the parties, the interim relief can be granted in such cases (1866) LR 1 PC 50, 14 Beng. LR 352. Where the plaintiff is in possession of the property and possession is not illegal, suit for mere injunction without declaration is maintainable (AIR 1995 Karn. 238). Where a suit for injunction against father's brother

and purchaser under a registered sale deed, was filed, it was held that such suit does not lie (1999 (4) Civil LJ 121 (Karn.)). A suit for injunction restraining workmen from going on strike is not maintainable (2001 Vol. 103(2) Bom. LR 112). Where permanent injunction was obtained on non-existent ground, it will vitiate entire proceedings of civil Court (1997 (3) AIHC 1897). Where the doubt relating to the identity of the property was taken up by the defendants in the written statement in a suit for permanent injunction such plea cannot be taken in second appeal (1998 (4) AIHC 3269). Where the plaintiff remained in possession for 20 years by assertion of their own rights the appellants had acquiesced to it, such party is entitled for a decree for perpetual injunction (AIR 1997 SC 2311 = 1997 (2) Supreme 656). In *Thakhuna Moorthy v. State Bank of India*, AIR 2001 Mad. 167, it was held that a plaint claiming permanent injunction cannot be rejected on the ground that relief sought for in the suit cannot be granted under the provisions of the Act. In *Balkishan v. Ram Singh*, AIR 2001 P&H 253, it was held that in the case of joint property where a cashier sold a portion of the property, remedy of other cashier is to seek partition and not injunction. In a temporary injunction application receiver can be appointed (AIR 1971 AP 380). Temporary injunction can be granted in suits by indigent persons (AIR 1951 Cal. 357, AIR 1964 Raj. 279). Breach of injunction is punishable under Order 39, Rule 2-A CPC. In fact, Order 39, Rule 2-A CPC was introduced by the amending Act of 1976 with a view to provide for consequences of breach of temporary injunction. The existence of Order 39, Rule 2-A CPC will not be a bar for the exercise of power under Section 151 CPC to expeditiously enforce an order of temporary injunction whenever disobedience of the same is brought to the notice of the Court and the same is established (1991 (1) Kar.LJ 333). In cases of violation of temporary injunction apart

from Order 39, Rule 2-A CPC, the Court can exercise its powers under Section 151 CPC or even under Articles 215 and 225 of the Constitution of India (AIR 1991 Mad. 323). In appropriate cases, directions can be issued by civil Courts to police authorities to extend aid and assistance for implementation of temporary injunction or a decree for permanent injunction (1993 (1) MLJ 274). Breach of an injunction by a person against whom it is operative or a person who has knowledge of the same will amount to contempt of Court (AIR 1967 AP 219). For disobedience or breach of temporary injunction and consequences thereof (see AIR 1989 HP 46, AIR 1990 Raj. 127, AIR 1961 SC 221, AIR 1980 SC 600, AIR 1986 Ker. 63, AIR 1977 Pat. 282 and also AIR 1976 All. 393). In the case of mandatory injunction on an interlocutory application, it was in doubt in the beginning whether the mofussil Courts in India had power to issue mandatory injunction under Order 39, Rule 1 CPC (AIR 1914 Bom. 42). But this view was not accepted and it was held in the affirmative that the Courts in mofussil also have power to grant such orders (AIR 1956 Cal. 428). Both under Order 39, Rule 2 and Section 151 CPC the Court has power to pass an order even in mandatory form if it is necessary to preserve the suit property from being destroyed or if such order is required to maintain *status quo* (AIR 1973 J&K 63). If a mandatory injunction is granted at all on an interlocutory applications it is granted only to restore the *status quo* and not granted to establish a new state of things. The language of Order 39, Rule 1 CPC is wide enough to include an order in the form of a mandatory injunction upon an interlocutory application but such a power however has to be exercised in very rare cases and with due care and caution (AIR 1969 AP 368). A mandatory injunction ought not to be granted on an interlocutory application in the absence of special circumstances and then only in clear cases either where the Court thought that the

matter ought to be decided at once or where the defendant had attempted to steal a march on the plaintiff. Moreover, before granting a mandatory interlocutory injunction the Court had to feel a high degree of assurance that at the trial it would appear that the injunction had been rightly granted. (1986 (1) All.ER 901). Temporary injunction can be granted while exercising inherent powers in circumstances which are not covered by Order 39 CPC (AIR 1962 SC 527). Police aid can be granted to implement temporary injunction (AIR 1971 AP 53). Court can even restore possession if dispossessed in violation of injunction (AIR 1975 All. 48). A person executing a lawful decree cannot be restrained (AIR 1957 AP 453). Where decree was obtained by fraud restrain order can be made by the Court (AIR 1980 AP 208).

Section 53-A of the Transfer of Property Act, 1882 was introduced by the Transfer of Property (Amendment) Act, XX of 1929 and this section deals with what is popularly known as part performance. This section is based on principles of equity (AIR 1934 Lahore 366) and it applies to a contract to transfer immovable property for consideration (44 CWN 357). The benefits under this section cannot be invoked in cases of contracts entered by persons incompetent to contracts forbidden by law contractor (30 Calcutta 539 PC). Section 53-A can safeguard only valid and lawful possession and cannot safeguard invalid or unlawful possession (AIR 1975 AP 242) and this section can be used as a shield and not a sword (AIR 1978 Ori. 82). Where the vendees obtained forcible possession without the payment of any consideration, such possession cannot be protected and such persons cannot invoke Section 53-A of the Transfer of Property Act, 1882 (1982 CLJ (C&Cr.) 738). The doctrine of part performance can be applied where it is shown that there is a contract to transfer for consideration immovable property and the

contract is evidenced by a writing signed by the person sought to be bound by it and from which the terms necessary to constitute the transfer can be ascertained with reasonable certainty. These are pre-requisites to invoke the equitable doctrine of part performance and it must also be further shown that a transferee had in part performance of the contract either taken possession of the property or any part thereof or the transferee being already in possession continues in possession in part performance of the contract and has done some act in furtherance of the contract. The acts claimed to be in part performance must be unequivocally referable to the pre-existing contract and the acts of part performance must unequivocally point in the direction of the existence of contract and evidencing implementation or performance of contract. There must be a real nexus between the contract and acts done in pursuance of the contract in furtherance of the contract and must be unequivocally referable to the contract (AIR 1982 SC 989). Possession under an agreement of sale is permissive in nature and hence the starting point of limitation will not coincide with the date of agreement (AIR 1995 Ori. 270). Possession under an agreement of sale can never be adverse since such possession is in acknowledgment and recognition of the title of the vendor (AIR 1990 SC 553).

Subject to the other provisions contained in or referred to by Chapter VIII of the Specific Relief Act, 1963, a perpetual injunction may be granted to the plaintiff to prevent the breach of an obligation existing in his favour whether expressly or by implication (see Section 38 of the Specific Relief Act, 1963). Section 38 of the present Act corresponds to Section 54 of Act 1 of 1877. "Obligation" includes every duty enforceable by law (see Section 3(a) of the Specific Relief Act, 1963). A perpetual injunction can be granted to prevent the breach of an obligation existing in favour of

the plaintiff whether expressly or by implication or when such obligation arises from a contract which can be specifically enforced or when the defendant invades or threatens to invade the plaintiff's right to or enjoyment of property, *inter alia* where the invasion is such that compensation in money would not afford adequate relief or where there exists no standard for ascertaining the actual damage caused or likely to be caused by the invasion (AIR 1974 Del. 207). Proceeding for grant of injunction are always discretionary and a Court of law shall not generally grant perpetual injunction in favour of the plaintiff against the rightful owner if he is a mere trespasser (1981 All WC 68, AIR 1979 J&K 53). The plaintiff must establish his legal right and also his exclusive possession to have the relief of injunction (AIR 1967 J&K 52). A Court may exercise its judicial discretion and grant a perpetual injunction if relief is not barred by any of the provisions of Sections 39 and 41 of the Specific Relief Act, 1963 and to prevent the breach of an obligation which is in existence (AIR 1928 Mad. 810). Wherein a suit for perpetual injunction restraining defendant from interfering with peaceful possession an application for amendment seeking conversion of suit into suit for specific performance and possession is made and the possession of plaintiffs by virtue of sale agreement but execution thereof is denied by defendant and the date of performance is also not specified, the date of denial is relevant and the amendment application filed four years beyond such date of denial is barred by limitation (AIR 1993 AP 47). Where the property was alleged to have been purchased by plaintiff under an agreement and the plaintiff filed a suit for injunction restraining opposite parties from alienating the property, injunction cannot be granted since equally efficacious relief can be obtained in a suit for specific performance (AIR 1992 All. 35). Where the plaintiff is the proprietor of the trademark was not transferred in his name, it can debar him

from bringing a suit for injunction. Where suit for permanent injunction was dismissed for default all interim orders also come to end (AIR 1992 All. 368). Where the defendant was using the trade mark similar to one registered by plaintiff "Weston" which was in continuous use by plaintiff from 1966, the defendant can be restrained from using the similar trade mark (AIR 1992 Del. 340). Where a suit for permanent injunction was dismissed on the ground that plaintiff failed to prove location of suit land, application for amendment for substitution of fresh plaint schedule at the second appellate stage was held to be not permissible (AIR 1993 Ori. 153). A suit by owner of the house who was in joint possession along with his son-defendant for injunction restraining him from entering the house is proper since defendant has no legal right to continue to stay in the house (AIR 1995 Bom. 210). Where there is a specific finding by trial Court that there is no alternative pathway based on evidence, and report of Commissioner, dismissal of suit for non-production of adangal or B-memo by plaintiff, was held to be improper (AIR 2001 Mad. 82). Plaintiff in a suit for perpetual injunction, cannot be on the ground that the relief cannot be granted under the provisions of Specific Relief Act, 1963 (AIR 2001 Mad. 167). Where the plaintiff is in possession of the property under a will which is proved to have been executed, the plaintiff is entitled to permanent injunction (1998 (3) AIHC 2525). Though the plaintiff was an encroacher of the Government land, the plaintiff is in possession of the property and defendant claimed his right to drain water but failed to establish the same, the plaintiff is entitled to the relief of permanent injunction (1998 (4) AIHC 2984). Where the owner had acquiesced into the title of the person in possession by admitting his possession decree for perpetual injunction in favour of such person is sustainable (1997 (3) SCC 503). Where a owner of adjacent property had interfered with possession of a

person, he is entitled to a decree for injunction against such trespasser (AIR 1997 Ker. 165). A suit for declaration that suit land was reserved for Gurudwara by worshippers of Gurudwara is maintainable (AIR 1997 P&H 13). Where injunction was claimed relating to Government land against the owner of adjacent property and no relief was claimed against Government, it is not a necessary party (AIR 1997 Ker. 165). Where oral and documentary evidence shows plaintiffs lawful possession, suit for perpetual injunction is decreed (AIR 1996 Karn. 296). Where concurrent findings had been recorded relating to possession of property with defendants plaintiff is not entitled to declaration of title and injunction against them (AIR 1998 Mad. 218).

Section 41 of the present Specific Relief Act corresponds to Section 56 of the old Act. It deals with cases where an injunction cannot be granted and this section is not applicable to temporary injunctions since they are governed by Order 39 of the Code of Civil Procedure (AIR 1931 Cal. 279, AIR 1934 All. 876). This section imposes an absolute bar to the granting of an injunction in cases specified in the section. The matter no longer rests in the discretion or option of the Court but if the case comes within the four corners of this section, the Court is helpless and cannot grant the injunction even though it may think that it is just or equitable that an injunction should be granted (AIR 1949 All. 301). Though the words "the Court may in its discretion" are not used in Sections 38 or 41 of the Specific Relief Act, Section 36 makes it clear that a relief of injunction temporary or perpetual is to be granted at the discretion of the Court but such discretion has to be exercised in a judicious manner (AIR 1978 Mad. 374). There is no authority in support of the proposition that a person in wrongful possession is entitled to be protected against the lawful owner by an order of injunction directed against him. Once the Court finds

that the plaintiff's possession is wrongful, it follows that such possession cannot be protected by an injunction because such an order will be only assisting the plaintiff to continue to be in wrongful possession (AIR 1962 Mad. 149). Section 38 of the Act has to be read with Section 41 of the Act. As the coparcener has adequate remedy to impeach the alienation made by the karta, he cannot in view of Section 41(b) move the Court for an injunction restraining the karta from alienating the coparcenary property (AIR 1988 SC 576 - 1988 (2) SCC 77). An injunction restraining execution of decree sought from the same Court which granted the decree, is not prohibited by Section 41(b) of the Specific Relief Act (AIR 1993 Ker. 178). The Tahsildar is empowered under Section 7 of Orissa Prevention of Land Encroachment Act, 1972 to summarily evict any person unauthorisedly occupying Government land after giving reasonable notice. The Court of Tahsildar is not subordinate to civil Court and consequently Section 41(b) of the Act stands as a bar for grant of injunction to restrain the Tahsildar from dispossessing the plaintiff (AIR 1992 Ori. 297). Where execution of decree is pending before a Court not subordinate to Court to which application for temporary injunction is made, relief of injunction against such execution cannot be granted (AIR 1993 Ori. 86). Where a contractor alleges in a suit for permanent injunction that breach of contract by department can be compensated and further contract is not enforceable by Court due to its own engineering specialities and peculiarities neither temporary nor permanent injunction can be granted (AIR 1993 All. 78). In a suit for the relief of perpetual injunction, declaration of title must be sought for and failure to claim the same is unusual conduct (AIR 1995 All. 418).

The language of Section 41 of the Act is self explanatory for injunction when refused.

Section 42 of the Act corresponds to Section 57 of 1877 Act. Where a contract comprises an affirmative agreement to do certain act coupled with a negative agreement express or implied not to do a certain act the circumstances that Court is unable to compel specific performance of the affirmative agreement shall not preclude it from granting an injunction to perform the negative agreement, notwithstanding anything contained in Section 41(e) of the Act. Section 42 of the Specific Relief Act, 1963 is an exception to Section 41(e) of the self same Act (see Section 42 of the Specific Relief Act, 1963). This section applies to permanent injunction in the case of specific performance of a negative agreement and it is not applicable to a temporary injunction (AIR 1953 TC 90). There must be both affirmative and negative stipulations in a contract and such stipulations must be distinct and independent to invoke this section (AIR 1967 SC 1098) and such stipulations must be legally enforceable (AIR 1930 Lahore 597). Where the defendant agreed to work as stage actor for a drama company and then agreed to work as act for another company, it was held that on facts injunction can be granted against defendant (AIR 1993 Cal. 289). An injunction to enforce negative stipulation can be refused unlike under common law (AIR 1995 SC 2372). A negative agreement may be either express or implied. It is a question of interpretation in each case whether a particular contract can be said to have a negative covenant either express or implied, in it (AIR 1957 Bom. 119). Whether an agreement is affirmative or negative is one of substance and not of mere form (AIR 1967 Guj. 255). Injunction can be granted in the case of negative agreement at interlocutory stage

(AIR 1996 Cal. 67). Where lessee filed a suit for mere injunction against certain parties, the owner of the property need not be impleaded (1993 (1) ALT 677). Purchasers pending suit for specific performance are proper and necessary parties to the suit (1993 (2) ALT 446). Where the defendant averred in written statement in a suit for specific performance that another party is pattedar, he can be added as a party to the suit (AIR 1982 AP 155). In a suit for specific performance where coparceners claimed it to be joint family property, they can be impleaded (1981) (1) An.WR 427). In a suit for specific performance of assigned lands, District Collector and Mandal Revenue Officer are necessary parties (1997 (2) ALT 436). In a suit for permanent injunction subsequent vendee can come on record as second plaintiff (1998 (1) LS 700). Where lessee filed a suit for permanent injunction against Municipal Corporation restraining demolition of building, landlord would be a necessary party (1996 (6) Supreme 23). A suit for mere injunction on the strength of an agreement of sale without specific performance is not maintainable (1998 (6) ALT 40, 1991 (1) ALT 575). Subsequent purchaser in a suit for specific performance of alleged oral agreement can be impleaded (1999 (2) ALD 77). In a suit for injunction relating to immovable property, parties claiming title to the property are proper parties to the suit (2000 (2) ALT 645). In appropriate cases other interlocutory orders like attachment before judgment, appointment of Receiver, appointment of Commissioner *etc.*, and orders of like nature can be made by Courts.

The subject being vast, due to time constraint the essentials alone have been discussed.