**REPLY TO APPLICATION U/O 39, RULES 1 AND 2, SECTION 151 C.P.C.**

IN THE HIGH COURT OF THE....................

Suit No..................... of 19....................

LA. No..................... of 19....................

In the matter of:

A. B................................................................... Plaintiff

*versus*

C. F................................................................ Defendant

**Respectfully Showeth:**

1. That the defendant respondent has filed the accompanying statement with material denials, allegations and contentions which need not be repeated herein for the sake of brevity praying that the same may kindly be read as a part of this reply.

2. Contents of para No. 2 are emphatically denied. It is submitted that the defendant never parted with the possession of his land physically or symbolically. The stipulation to this effect in the alleged agreement which was only signed by the defendant in Hindi, was never made known or explained to the defendant, nor it came to the defendant’s notice at any stage of time that the plaintiff is likely to lay claim of possession on the defendant’s/respondent’s land till he received the reply of his notice. As a matter of fact this provision of delivery of possession and authorising him to call the land through page 2 of the agreement allegedly executed by the defendant/respondent, is an overt statement/stipulation, never made known to the defendant/respondent. It is further submitted that it is known to no law that the so-called vendor becomes authorised/entitled to sell the agreed land even before payment of consideration and acquiring title in it. It is a settled law that an agreement to sell passes no title in the so-called vendor.

The defendant/respondent is in physical possession of the land notwithstanding the alleged agreement, he has continuously been raising its crops till date and had a tube well installed in it in.................... for which he also got a power connection from..................... and is paying bills for irrigation. The present *Rabi* Crop of *Jawar* has been sown by the defendant/respondent on all the suit land. It is submitted that the bieniacal entries of revenue record establish this contention of the defendant/respondent. The plaintiff in concealing this material particular in the plaint has defrauded the Hon’ble Court and has abused the process of law.

3. The contents are denied. It is submitted that no N. O. C. or income-tax clearance was necessary for sale of the land in suit by the stipulated date. The defendant/respondent never hired his responsibility under the alleged agreement for executing sale.

4. Denied. The defendant/respondent has been in physical possession as submitted in para No. 2 above and the question of taking forcible possession does not arise.

5. There is no embargo on the respondent/defendant right to sell his land when the alleged agreement has lapsed.

6&7. Denied, as stated. It is submitted that the defendant/respondent never parted with the physical possession of the land. The plaintiff/applicant has mislead the Hon’ble Court and abused the process of law in obtaining *ex-parte* stay order against the respondent/defendant, who is in its actual possession and whose *Jawar* Crop is standing on the land!

8&9. As stated are denied. The defendant/respondent is in possession-and the balance of convergence is in his favour; the plaintiff/applicant has no case so far as possession is concerned and by concealing the material facts he has lost his remedy of discretionary relief of interim stay.

**PRAYER**

It is prayed that ad-interim stay issued against the respondent in respect of the suit land on the mis-representation of plaintiff may kindly be vacated or also the defendent/respondents *Jawar* crop sown with sufficient labour and expenditure will perish and great injustice will be caused to the defendant/respondent.

Plaintiff

Through Advocate

Place:....................

Dated:....................