

IN THE HIGH COURT OF HIMACHAL PRADESH, SHIMLA

C.R. No.124 of 2026

Decided on: 22nd September, 2026

Amit Sharma

...Petitioner

Versus

Davinder Kaur & Anr.

...Respondents

Coram

Hon'ble Mr. Justice Jiya Lal Bhardwaj, Judge

*Whether approved for reporting?*¹

For the petitioner:

Ms. Ritta Goswami, Senior Advocate
with Ms. Bhawna Dhiman and
Ms. Rekha Thakur, Advocates.

Jiya Lal Bhardwaj, Judge (Oral)

The petitioner feeling aggrieved by the order dated 26.05.2026, passed by the learned Additional District Judge, Paonta Sahib, District Sirmaur, H.P., whereby his appeal against the order dated 19.01.2026 passed by the Court of Learned Civil Judge, Court No.2, Paonta Sahib, District Sirmour, H.P., came to be rejected, has preferred the present revision petition.

2. The petitioner/plaintiff has filed a Civil Suit against the respondents/defendants for declaration to the effect that

¹ *Whether reporters of Local Papers may be allowed to see the judgment?*

the Sale Deed No.1551 of 2025 dated 13.05.2025, executed by respondent No.2/defendant No.2 in favour of respondent No.1/defendant No.1, in respect of the land bearing Khata Khatauni No.45/70, Khasra No.383/161/3, measuring 02-10-00 Bighas situated at Mauza Behral, Tehsil Paonta Sahib, District Sirmaur (H.P.), is illegal, null & void and liable to be cancelled as the said land has already been agreed to be sold by the defendant to the petitioner/plaintiff, vide compromise dated 14.12.2024 passed in Civil Suit No.199/2020, titled, ***Amit Sharma versus Rattan Singh*** by the learned Civil Judge, Court No.II, Paonta Sahib and execution petition No.9/2025 of the same is also pending before the learned Civil Judge, Court No.II, Paonta Sahib and the said sale deed is clear cut violation of compromise dated 14.12.2024 held between the plaintiff and defendant No.2 along with consequential relief of permanent injunction restraining respondent No.1/defendant No.1 from alienating, changing the nature and mortgage the suit land to any nationalized bank, private institution or any third person by herself or family members, servants or assignees in any manner whatsoever. Along with the Civil Suit, an application under

Order 39 Rules 1 and 2 read with Section 151 of the Code of Civil Procedure (in short "CPC") was also filed, restraining the respondents/defendants from alienating, changing the nature and mortgaging the suit land.

3. The respondents/defendants filed reply to the application and opposed the prayers made therein.

4. The learned trial Court, after noticing the fact that the compromise was entered into between the petitioner/plaintiff and respondent No.2/defendant No.2, before the Lok Adalat on 14.12.2024, whereby it was agreed by the petitioner/plaintiff to clear the outstanding loan over the suit land within one month, whereafter respondent No.2/defendant No.2 would execute the sale deed in favour of the petitioner/plaintiff. Though, the petitioner/plaintiff deposited the sale amount, as per the *bona fides* shown by him by placing on record the bank receipts, which admittedly was after expiry of one month, as ordered by the Lok Adalat, but respondent No.2/defendant No.2 did not execute the sale deed in his favour.

5. It was held by the learned trial Court that once the petitioner/plaintiff had himself failed to comply with the

conditions of the compromise decree, he was not entitled to seek any relief from the Court. Further, as per the compromise decree dated 14.12.2024, if respondent No.2/defendant No.2 had failed to execute the sale deed and to honour the order passed by the Lok Adalat, the proper legal recourse available to the petitioner/plaintiff was to file an execution petition for enforcement of the award of the Lok Adalat instead of instituting a fresh suit and as such dismissed the application filed by the petitioner/plaintiff for interim injunction.

6. The petitioner/plaintiff feeling aggrieved by the order passed by the learned trial Court, preferred an appeal before the learned Additional District Judge, Paonta Sahib, District Sirmaur, H.P., who had dismissed the same on 26.05.2026.

7. The petitioner/plaintiff feeling aggrieved by the orders passed by the learned Courts below, whereby the prayer made by the petitioner/plaintiff to restrain the respondents/defendants from alienating the suit land came to be rejected has approached this Court *inter alia* on the ground that since there was a marginal delay of only four days in depositing the

amount, the learned Courts below have taken a hyper-technical approach. Further, it has been averred that the Courts below have committed a patent error of jurisdiction and have acted with material irregularity in declining the relief of temporary injunction. It has further been averred that the execution proceedings are independent and confined only to the enforcement of the decree passed therein and as such, the Courts below have erred in not accepting the prayer made by the petitioner for grant of interim injunction.

8. Learned senior counsel representing the petitioner/plaintiff vehemently argued that the petitioner/plaintiff had received the copy of the order passed by the Lok Adalat on 10.01.2025 and thereafter he had deposited the amount as per the compromise on 18.01.2025 and, therefore, the Courts below have taken a hyper-technical approach while declining the prayer made by the petitioner/plaintiff. She argued that in case the property in the hands of respondent No.1/defendant No.1 is further alienated, it will lead to multiplicity of litigation.

9. I have heard the learned senior counsel for the

petitioner at length but not agreeing with the submissions made by her at the Bar.

10. It is not disputed by the learned senior counsel for the petitioner/plaintiff that as per the compromise dated 14.12.2024, the petitioner/plaintiff had to deposit the amount within one month, which period had expired on 14.01.2025 and the amount was deposited/paid, if any, on 18.01.2025. Further, it is not in dispute that the petitioner/plaintiff has already filed an execution petition seeking implementation of the compromise entered into between the petitioner/plaintiff and respondent No.2/defendant No.2 on 14.12.2024 and the learned executing Court has now listed the matter for filing reply to the objections, which have been preferred by respondent No.2/defendant No.2 on 12.10.2026. In case, there is any violation of the terms and conditions of the compromise, as entered between the parties on 14.12.2024, the learned executing Court is well within its power to get the sale deed executed. However, the relief claimed by the petitioner/plaintiff to restrain respondent No.1/defendant No.1 to alienate the property, cannot be granted to him in the interim application, especially when the

learned trial Court has specifically observed that the amount had been deposited by the petitioner/plaintiff on 18.01.2025 which fact has not been disputed by the petitioner/plaintiff and his counsel.

11. Learned senior counsel has vehemently argued that the Courts below have taken a hyper-technical approach while considering the prayer made by the petitioner/plaintiff for grant of ad-interim relief. However, the said contention cannot be accepted for the reason that the petitioner/plaintiff before the learned trial Court, had not carved out a *prima facie* case, balance of convenience and irreparable loss to be caused to him, on which the Court is to grant interim relief of injunction. In case, the petitioner/plaintiff ultimately succeeds, the learned trial Court is competent to pass a decree declaring the sale deed as null and void, if it is in violation of the compromise deed, as executed by respondent No.2/defendant No.2 in favour of respondent No.1/defendant No.1

12. Learned Additional District Judge, Paonta Sahib, District Sirmaur, H.P. has considered the matter in right perspective and did not alter the order passed by the learned

trial Court, specifically observing that it was the bounden duty on the part of the petitioner/plaintiff to establish a *prima facie* case. As per the compromise dated 14.12.2024 entered into between the petitioner/plaintiff and respondent No.2/defendant No.2 before the Lok Adalat, the petitioner/plaintiff had to clear the mortgage loan of the suit land within one month and since he did not comply with the said condition within the time as stipulated in the compromise deed, it cannot be said that the trial Court had arrived at a wrong conclusion.

13. This Court while exercising the revisional jurisdiction, can only interfere with the orders passed by the Courts below, if they have committed any material irregularity or illegality. In the present case, the Courts below have succinctly dealt with the issue and have arrived at a right conclusion and thus, this Court while exercising the revisional jurisdiction is not inclined to interfere with the said orders since there is neither any perversity nor illegality having been committed by them.

14. Consequently, the present revision petition being devoid of any merit is dismissed. However, it is made clear that

any observation made in the present order will not have any bearing on the adjudication of either the execution petition or the Civil Suit pending adjudication before the learned trial Court. No order as to costs. Pending applications, if any, also stand disposed of.

22nd September, 2026

(ankit)

**(Jiya Lal Bhardwaj)
Judge**