

**In the High Court of Punjab and Haryana at Chandigarh**

**Civil Revision No. 542 of 2015 (O&M)**  
**Date of Decision: 17.07.2015.**

Food Corporation of India

.....Petitioner

Versus

Avtar Singh and others

.....Respondents

**CORAM: HON'BLE MRS. JUSTICE SABINA**

Present: Ms. J.J.Kaur, Advocate  
for the petitioner.

Mr. Inderjit Sharma, Advocate  
for respondent No. 1.

None for respondents No. 2 and 3.

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**SABINA, J.**

Petitioner has filed this petition under Article 227 of Constitution of India challenging the order dated 26.11.2014 (Annexure P-6) whereby appeal filed by respondent No. 1 against the order dated 16.9.2014, was allowed.

Learned counsel for the petitioner has submitted that the objections filed by respondent No. 1 had been rightly dismissed by the Executing Court as the agreement to sell relied upon by respondent No. 1 could not be treated as a document of title.

Learned counsel for respondent No. 1, on the other hand, has opposed the petition and has submitted that respondent No. 1 was in possession of the property in question on the basis of

agreement to sell dated 31.3.2006. The Executing Court was required to frame issues and dispose of the objections filed by respondent No. 1.

Petitioner had filed suit for recovery against M/s Paramjit Singh, Gurmeet Singh and others. The suit filed by the petitioner was decreed vide judgment/decreed dated 4.2.2006. The said judgment and decree were upheld upto this Court as Regular Second Appeal No. 5040 of 2011 filed by the defendants was dismissed vide order dated 09.5.2014. During execution proceedings, property belonging to defendant Gurmeet Singh was ordered to be attached. Respondent No. 1 filed his objections against the attachment of the property in question. The case of respondent No. 1 was that Gurmeet Singh had executed an agreement to sell dated 31.3.2006 in his favour. The entire sale consideration had been paid by respondent No. 1 to the vendor. Respondent No. 1 was enjoying the property purchased by him. However, respondent No. 1 came to know that the property in question had been attached. The learned Executing Court vide order dated 16.9.2014 dismissed the objection petition filed by respondent No. 1. Learned Executing Court while dismissing the objection petition held that the suit filed by the Corporation was decreed on 4.2.2006 prior to the execution of agreement to sell in favour of the objector-respondent No. 1. Respondent No. 1 had based reliance on agreement to sell dated 31.3.2006 but had not filed any suit for specific performance of the said agreement. It has also been noticed by the Executing Court that respondent No. 1 had failed to produce any revenue record to establish his possession over the suit property. Moreover, the agreement to sell

could not be treated as a document of title. The reasons given by the Executing Court while dismissing the objection petition filed by respondent No. 1, are sound reasons. The Appellate Court fell in error while allowing the appeal filed by respondent No. 1 on the ground that the Executing Court should have framed issues arisen from the averments of the parties. In fact, as per the case of respondent No. 1 himself, the agreement to sell in question was executed in his favour 31.3.2006 whereas the decree was passed in favour of the corporation on 4.2.2006. Hence, the objector could not have been a party to the suit. In the facts and circumstances of the present case, there was no necessity to frame the issues.

Accordingly, this petition is allowed. Impugned order dated 26.11.2014 (Annexure P-6), is set aside.

**(SABINA)  
JUDGE**

**July 17, 2015**  
**Gurpreet**