

IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH

CR No.3427 of 2016 (O&M)
Date of decision:16.05.2016

Brahmjeet ... Petitioner
Vs.

Surjit Kaur ... Respondent

CR No.3437 of 2016 (O&M)

Brahmjeet ... Petitioner
Vs.

Surjit Kaur ... Respondent

CORAM: HON'BLE MR. JUSTICE AMIT RAWAL

1. Whether reporters of local newspapers may be allowed to see judgment?
2. To be referred to reporters or not?
3. Whether the judgment should be reported in the Digest?

Present:- Mr. Amit Jhanji, Advocate
for the petitioner.

AMIT RAWAL J. (Oral)

This order of mine shall dispose of two revision petitions bearing Nos.3427 and 3437 of 2016. In CR No.3427, the petitioner-judgment debtor is aggrieved of the dismissal of the objections and in CR No.3427 of 2016, is aggrieved of the dismissal of the application moved under Section 152 of the Code of Civil Procedure, for correction of the decree.

Mr. Amit Jhanji, learned counsel appearing on behalf of the

petitioner-judgment debtor submits that in pursuance to the agreement to sell dated 07.09.2007, suit for specific performance of the aforementioned agreement was filed. Agreement to sell, aforementioned, envisaged khasra no.13/1/2/1/2, whereas, in the draft sale deed, it has been mentioned as 13/2/1/2. He further submits that aforementioned draft sale deed is not in accordance with revenue record, therefore, judgment and decree had become un-executable, though the petitioner at one point of time had given the undertaking on 28.09.2015 for vacating the premises. He further submits that agreement to sell envisages the description as plot and not of house, therefore, the draft sale deed and execution are not in consonance with the agreement to sell. In this regard, an application under Section 152 of the Code of Civil Procedure was moved in order to make correction in the decree, which has also been dismissed.

I have heard learned counsel for the petitioner-judgment debtor and appraised the paper book and of the view that plaint, agreement to sell envisages the khasra No.13/1/2/1/2 and in the sale deed, it has been mentioned as 13/2/1/2 but the fact remains that the petitioner-judgment debtor had given undertaking on 28.09.2015 for vacating the premises. In fact, had it been a plot, the undertaking would not have referred as premises. Though the application had also been moved but the Court found that in view of the undertaking, parties to the lis, were alive that it was constructed house. The Court can always mould the relief as per the existing position on record. As per the undertaking, the petitioner did not dispute the description of the property. In view of the filing of the second objection, application

was also misconceived.

In view of what has been observed above, there is no illegality and perversity in the impugned order, much less, the same cannot be said to have been passed without jurisdiction.

Accordingly, the revision petitions stand dismissed.

(AMIT RAWAL)
JUDGE

May 16, 2016
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