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IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH

CR No.9244 of 2018
Date of Decision: 17.12.2018

Baldev Kaur and others

..... Petitioners

Versus

Kulwinder Kaur

..... Respondent

CORAM: HON'BLE MR. JUSTICE SUDIP AHLUWALIA

Present: Mr. Inderjit Sharma, Advocate,
for the petitioners.

SUDIP AHLUWALIA, J. (ORAL)

The present revisional petition is directed against the impugned order dated 21.08.2018, passed by the Ld. Civil Judge (Junior Division), Talwandi Sabo.

2. Vide the impugned order, the Ld. Court below had allowed the objections filed by the respondent/decreed holder against the Report of the *Halqa Qanungo* on the warrants of possession, which were issued by the Ld. Court below during the course of execution proceedings. It was mentioned in the Report that the warrant could not be executed on account of an amicable compromise, which had allegedly been arrived at between the respondent/decreed holder and the petitioners/judgment debtors, whereby

the husband of the respondent/decreed holder had allegedly received an amount of ₹70,000/- from the petitioners/judgment debtors.

3. This Report of the *Halqa Qanungo* was disputed by the respondent/decreed holder, who specifically denied her husband having received any such money from the petitioners/judgment debtors, and further contended that in any case, her husband was already in custody since prior to the date of the alleged compromise and consequently, there was no question of his having received any such amount.

4. The Ld. Court below rejected such Report of the *Halqa Qanungo* and allowed the respondent/decreed holder's objections against it.

5. Having heard Ld. Counsel for the petitioners/judgment debtors and having carefully considered the observations recorded by the Ld. Trial Court in the impugned order, this Court finds no justification to interfere with the same. This is so, firstly, because the *Halqa Qanungo* as the deputed Authority to execute the warrant of possession issued against the petitioners/judgment debtors clearly exceeded his mandate by not performing the task assigned, but returned the warrant unexecuted with a Report that he could not do so in view of the compromise arrived at between the parties, and, secondly, in view of the specific denial of such compromise by the respondent/decreed holder, who asserts that her husband was not even available on the relevant date, and in any case neither the signature of her husband, or of the respondent/decreed holder herself appear on the alleged note of compromise.

6. This Court, therefore, finds no impropriety or perversity in the reasonings of the Ld. Court below in rejecting the *Halqa Qanungo's* Report

and allowing the respondent/decreed holder's objections against the same.

7. Dismissed.

17.12.2018

Apurva

**(SUDIP AHLUWALIA)
JUDGE**

1. Whether speaking/ reasoned : Yes/ No

2. Whether reportable : Yes/ No