

**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

**CR No.152 of 2019(O&M)
Date of Decision: 03.05.2019**

**Hema Singh
Versus**

....Petitioner

Roshni and others

.....Respondents

CORAM: *HON'BLE MR. JUSTICE RAJ MOHAN SINGH*

Present:Mr. Varun Jain, Advocate
for the petitioner.

Mr. P.K. Garg, Advocate
for the respondents.

RAJ MOHAN SINGH, J.(Oral)

[1]. Petitioner has challenged the orders dated 19.11.2018 (Annexures P2 and P3)) passed by Civil Judge (Junior Division), Sunam vide which application and objections filed by defendant No.1 in the context of recalling of sale warrants and for releasing the property of the petitioner were dismissed.

[2]. Plaintiffs/respondents filed a suit for recovery of arrears of maintenance against the petitioner/defendant. Petitioner was married with respondent No.1. Out of the said wedlock, three daughters took birth. Minor daughter Harwinder Kaur and Meet Kaur joined the mother as co-plaintiffs for seeking maintenance against the defendant/petitioner.

[3]. Trial Court decreed the suit for recovery of arrears of maintenance to the tune of Rs.3000/- per month in favour of plaintiff No.1. Plaintiffs No.2 and 3 were held entitled for arrears of maintenance to the tune of Rs.2000/- per month from 01.06.2005 to 31.05.2007 and for future maintenance @ Rs.3000/- per month for plaintiff No.1, Rs.2000/- for plaintiff No.2 upto 18 years and Rs.2000/- for plaintiff No.3 upto the age of majority. Defendant/petitioner was directed not to create any encumbrance over the property in question and was further restrained from alienating the same vide judgment and decree dated 28.01.2013. In execution of the said decree, the impugned order came to be passed.

[4]. At the time of issuance of notice of motion on 14.01.2019, following order was passed:-

“Learned counsel for the petitioner contends that the plaintiffs-decree holders are wife and the then minor daughters of the petitioner. Suit for recovery of arrears of maintenance was decreed in favour of plaintiffs-decree holders vide judgment and decree dated 28.01.2013 against which appeal is pending before the lower Appellate Court. In execution of the decree, 86K-4M of land has been attached in which petitioner is owner only to the extent of 17K-11M.

Petitioner is ready to satisfy the decree, provided some installments are made.

Notice of motion for 09.04.2019.

Subject to depositing 50% of the decretal amount along with interest till date before the Executing Court, the land may not be put to auction and the amount, if deposited, be disbursed to the decree holder subject to the satisfaction of the Executing Court.”

[5]. Thereafter, on 09.04.2019, none appeared on behalf of the petitioner. Learned counsel for the respondents pointed out that the petitioner has not complied with the order dated 14.01.2019 vide which subject to depositing 50% of the decretal amount along with interest till date, the executing Court was directed not to put the property to auction and the amount, if deposited, be disbursed to the decree holders subject to the satisfaction of the executing Court.

[6]. Petitioner has deposited only an amount of Rs.75,000/- on 29.04.2019. Learned counsel for the respondents has seriously disputed the fact that only Rs.75,000/- comes out to be 50% of the decretal amount along with interest.

[7]. Parties are at variance in terms of calculations for which necessary calculations are required to be made by the executing Court in respect of entitlement of the decree holder as per decree itself.

[8]. Learned counsel for the petitioner undertakes to deposit 50% of the decretal amount along with interest till date so calculated by the executing Court within two weeks and

further undertakes to deposit the entire arrears of maintenance within a further period of one month thereafter.

[9]. This revision petition can be disposed of by directing the executing Court to carry out necessary calculations in respect of entitlement of the decree holders within a period of two weeks from the date of receipt of certified copy of this order. If the petitioner deposits 50% of the decretal amount along with interest till date within two weeks thereafter the executing Court shall give further one month time for depositing the entire arrears of maintenance as per decree and till such time, property of the petitioner may not be sold. In case of any default, the petitioner shall be liable for action in accordance with law.

[10]. Disposed of.

03.05.2019

Prince

**(RAJ MOHAN SINGH)
JUDGE**

**Whether reasoned/speaking
Whether reportable**

**Yes/No
Yes/No**