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

**Civil Revision No.4135 of 2017
Date of Decision: 11.04.2019**

KIRNA RANI

.....Petitioner

Vs

NIRMAL SINGH & ORS

....Respondents

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

Present: Mr. Pawan Bansal, Advocate
for the petitioner.

Mr. M.S. Bedi, Advocate
for respondent No.1.

RAJ MOHAN SINGH, J. (Oral)

[1]. Petitioner has preferred this revision petition against the order dated 05.05.2017 passed by the Executing Court, Jagraon vide which the objections filed by the petitioner under Order 21 Rule 66 CPC were dismissed.

[2]. In a suit for recovery filed by the plaintiff against the defendants, the trial Court decreed the suit with costs for recovery of Rs.2,60,000/- along with interest @ 9% per annum from the date of execution of receipt dated 07.11.2000 till the date of decree and further interest @ 6% per annum from the

date of decree till final realization of the entire decretal amount.

The decision was rendered by the trial Court on 03.08.2010.

The mode of execution of money decree was by way of attachment of sale of the property of the judgment-debtor.

[3]. At the time of issuance of notice of motion on 12.06.2017, following order was passed:-

“Learned counsel for the petitioner submits that out of the total decretal amount of Rs. 2,60,000/- about Rs. 2 lacs have already been paid and the petitioner is willing to pay the remaining amount as per the decree.

Notice of motion returnable on 18.07.2017.

In the meanwhile conditional to the fact that the entire decretal amount as has not been paid is made good by the petitioner by way of a bank draft, auction of the property shall remain stayed. It is made clear that if the decretal amount is not paid by way of a bank draft in the meanwhile this order shall be deemed to have been not passed.”

[4]. Perusal of the aforesaid order would show that out of the decretal amount of Rs.2,60,000/-, an amount of Rs.2,00,000/- was paid by the petitioner and she further showed her willingness to pay the remaining amount as per the decree.

[5]. On the adjourned date i.e. 18.07.2019, it was recorded by the Co-ordinate Bench of this Court that the petitioner would bring the entire decretal amount on the next date of hearing by demand draft, failing which the petition will stand dismissed

automatically without any further reference to the Court and no arguments would be heard unless decree is satisfied by payment of decretal amount in the Court. Thereafter, the case was taken up on number of dates.

[6]. On 29.05.2018, learned counsel for respondent No.1 on instructions from his client very candidly admitted that he had already received an amount of Rs.2,20,000/- and Rs.60,000/- i.e. total amount of Rs.2,80,000/-. An amount of Rs.2,23,000/- which was allegedly deposited by the petitioner in some wrong account was not received by him. Faced with the situation, learned counsel for the petitioner sought time in order to verify the factum of deposit of Rs.2,23,.000/- by Ajay Kumar owner of the firm in some different account. Thereafter, the case was adjourned on number of occasions.

[7]. On 11.02.2019, it was made clear that no further adjournment shall be granted in any eventuality. Still the case was adjourned on 11.03.2019 as son of the petitioner namely Ankush Singla, who was present in Court sought time of one month to honour the commitment as per orders dated 29.05.2018 and 01.08.2018.

[8]. With these facts on record, today deliberations have been made, but the efforts did not yield any result as the petitioner is not ready to reconcile in the context of calculations

made as per decree.

[9]. Faced with this situation, this Court has not alternative,
but to dismiss this revision petition.

[10]. This revision petition is accordingly dismissed.

April 11, 2019

Atik

Whether speaking/reasoned

Whether reportable

(RAJ MOHAN SINGH)

JUDGE

Yes/No

Yes/No