

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

Civil Revision No. 2173 of 2021

Date of decision: 30.09.2021

Ranjit Singh

...Petitioner

versus

Kulwinder Singh

...Respondent

Coram: Hon'ble Mr. Justice Arun Monga

Present: Mr. Deepak Aggarwal, Advocate, for the petitioner.
(Presence marked through video conference).

Arun Monga, J. (Oral)

Petition herein, under Article 227 of Constitution of India is for setting aside the order dated 10.03.2021 (Annexure P-4) passed by the learned Executing Court whereby the objections filed by the petitioner /judgment-debtor in the execution of judgment and decree dated 24.01.2018 passed in the suit for specific performance have been dismissed.

2. Grievance of the petitioner is that despite the clear directions given to the decree-holder as per judgment and decree dated 24.01.2018 passed by the trial Court to pay the balance sale consideration to the judgment-debtor/ petitioner within a period of two months, the same was not done and therefore, the decree is not executable inasmuch as the judgment-debtor is not required to execute the sale-deed. It is though conceded that the Executing Court had extended the said time for depositing the sale consideration on or before 29.11.2018 vide its order dated 14.11.2018. The decree-holder having failed to do so, the Executing Court was not empowered to grant any further extension to deposit the amount even though it did so and the amount was deposited on 18.12.2018 in the Executing Court.

3. Having heard learned counsel for the petitioner and on perusal of record appended with the petition, it transpires that the petitioner/ judgment-debtor was to get the sale-deed executed/ registered in favour of the plaintiff/decree-holder within two months from the date of decree after receiving the balance sale consideration from the plaintiff/respondent, failing which the plaintiff/ respondent was given liberty to get the same executed through court. It is not envisaged that on failure to deposit the balance sale consideration within two months, the decree in favour of the plaintiff/ respondent would stand frustrated or the suit would be deemed to be dismissed. Be that as it may, even otherwise in a situation like this, the Court is empowered to extend the time as per the provisions of Section 148 CPC, which for ready reference are reproduced herein below:-

“148. Enlargement of time.- Where any period is fixed or granted by the Court for the doing of any act prescribed or allowed by this Code, the Court may, in its discretion, from time to time, enlarge such period not exceeding thirty days in total even though the period originally fixed or granted may have expired.”

4. It is settled position of law that rules of procedure are handmaid of justice. Language used by draftsmen, while enacting procedural law, may be liberal or stringent, but the object of every procedural law is to advance the cause of justice. In an adversarial system, procedural law needs to be interpreted in a manner that no party should ordinarily be denied the opportunity of participating in the process of dispensation of justice, unless of course, compelling expressions used in the language force the court to adopt a contrary course. In Sushil Kumar Sen vs State of Bihar, (1975) 1 SCC 774 humanist approach to act *ex-debito justitiae* was emphasised.

5. No person has a vested right in any course of procedure. Procedural laws are not ordinarily construed as mandatory. Any interpretation which eludes or frustrates the recipients of justice is not to be followed. Reliance in this regard can be placed on Shreenath vs Rajesh and others, AIR 1998 SC 1827.

6. To be noted that in the present case, the decree-holder deposited the balance sale consideration within the extension of time granted to him.

7. In the premise, no ground to interfere is made out. Dismissed.

30.09.2021

VS

(Arun Monga)
Judge

Whether speaking/reasoned:

Yes/No

Whether reportable:

Yes/No