

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CR-1288 of 2019(O&M)
Date of Order: 05.04.2022

Narender

..Petitioner

Versus

Kundan Singh

..Respondent

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. A.K.Jindal, Advocate
for the petitioner.

Ms. Parveen Dutt Bhardwaj, Advocate
for the respondent.

ANIL KSHETARPAL, J(Oral)

The petitioner herein was the plaintiff in a suit for specific performance of the agreement to sell. The suit was decreed on 03.04.2012, the operative part of the decree reads as under:-

“It is ordered that suit of the plaintiff succeeds and same is hereby decreed with costs and a decree for specific performance is passed in favour of the plaintiff and against the defendant directing the defendant to execute and register the sale deed within three months regarding the disputed plot mentioned in para no.1 of the plaint after getting the balance sale consideration as per terms of the agreement. A decree for permanent injunction is also passed in favour of the plaintiff restraining the defendant from interfering in the possession of the plaintiff over the suit land.”

It is evident that there was a conditional decree in favour of the petitioner. He was required to deposit the balance sale consideration and get the sale deed executed and registered within a period of three months. No appeal against the judgment and decree passed on 03.04.2012 was filed. The petitioner did not comply with the conditional decree as he failed to pay the amount within three months.

In an execution petition, the Executing Court after noticing that the petitioner has failed to pay the sale consideration which is considered to be a pre-requisite to the execution of the sale deed, dismissed the petition.

The learned counsel representing the petitioner submits that vide order dated 25.02.2019, the petitioner was directed to deposit the amount which has been deposited. The order dated 25.02.2019, reads as under:-

*“Notice of motion for 24.4.2019.
The petitioner shall deposit the remaining balance consideration amount within 15 days in the Executing Court at his own risk and responsibility.”*

It is evident that the court permitted the petitioner to deposit the amount at his own risk and responsibility.

The learned counsel representing the petitioner contends that the respondent was required to get the “No Objection Certificate” from the Municipal Committee.

It may be noted that the decree passed by the Court does not require the respondent to bring any “No Objection Certificate” from the Municipal Committee. It is evident that this objection was never taken before the Executing Court. Moreover, there is no material to prove that the defendant was required to bring any “No Objection Certificate” from the Municipal Committee.

The learned counsel representing the petitioner relies upon the judgment passed in **Surinder Pal Soni vs. Sohan lal (D) Thru LR and Ors., 2019(8) JT 59.**

This Court has carefully read the judgment. In that case, after the decree passed by the trial Court, an appeal was preferred and the Court

considered the Rule of merger of the decree of the trial Court into the judgment and decree passed by the Appellate Court. In these circumstances, the Court decided the aforesaid case.

Admittedly, in the present case, no appeal was preferred. Hence, the aforesaid judgment is not applicable.

Dismissed.

All the pending miscellaneous applications, if any, are also disposed of.

April 05, 2022

(ANIL KSHETARPAL)
JUDGE

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Whether speaking/reasoned	:	Yes/No
Whether reportable	:	Yes/No