

**118 IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHAHDIGARH**

CR-945-2022 (O&M)

Date of decision: 17.03.2022

Raj Mohan Singh

.... Petitioner

Versus

Tajinder Singh and others

.... Respondents

CORAM: HON'BLE MRS. JUSTICE MANJARI NEHRU KAUL

Present: Mr. V.K.Sandhir, Advocate
for the petitioner.

Manjari Nehru Kaul, J. (Oral)

The petitioner-judgment debtor has filed the instant petition under Article 227 of the Constitution of India for setting aside the order dated 17.02.2022 passed by Addl. Civil Judge (Sr. Divn.) Amritsar whereby the Executing Court dismissed the objections (Annexure P-3) filed by the petitioner to the execution application dated 21.02.2018 (Annexure P-2) without appreciating that there was no readiness and willingness on the part of the respondents-decree holder to get the sale deed executed by paying the balance consideration within the stipulated time of two months.

Learned counsel for the petitioner submits that the Executing Court while passing the impugned order failed to consider that the trial Court vide judgment and decree dated 02.09.2015 had issued specific directions to the respondents-decree holder to deposit the balance sale consideration of Rs.12,10,000/- within a period of two months from the date of decree and for getting the sale deed executed. Since the respondents-

decree holder failed to comply with the specific directions of the trial Court by not depositing the balance sale consideration, they were not entitled to get the decree dated 02.09.2015 executed.

Heard learned counsel and perused the impugned order as well as the judgment and decree passed by the trial Court.

It would be apposite to reproduce the relief, which was granted by the Addl. Civil Judge (Sr. Divin.) vide judgment dated 02.09.2015, which is as follows:

“From the above said detailed discussion on all the issues, particularly on issues No.1 and 2 and 3, the plaintiffs succeeded to prove their case, hence suit filed by the plaintiffs is decreed with costs for specific performance of the agreement dated 29.05.2007 directing the defendant to execute the sale deed with regard to the suit property, in favour of the plaintiffs within the period of two months from the date of order, as per the terms and conditions of the agreement to sell dated 29.05.2007, on payment of balance sale consideration, failing which the plaintiffs will be at liberty to get the sale deed executed through the agency of the Court at their own expenses. Defendant is also restrained from alienating the suit land to any other person except in due course of law. Decree sheet be prepared accordingly and file be consigned to the Record Room.”

A perusal of the above leaves no manner of doubt that it was the petitioner-judgment debtor, who had been directed to get the sale deed registered on receipt of the balance sale consideration. No doubt, the balance sale consideration was deposited by the respondent-decree holder on 17.05.2016 i.e. after 9 months from the date of decree, however, that by itself would not be a sufficient enough ground to deny the execution of decree, more so, when the decree was silent about any such eventuality. Still further, on a pointed query put to the learned counsel for the petitioner as to whether any notice much less legal had been served upon the respondents-

decree holder or any communication was ever made to them for payment of the balance amount of consideration and for getting the sale deed registered, he replied in the negative.

As a sequel to the above, the present petition stands dismissed being devoid of any merit.

17.03.2022
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(MANJARI NEHRU KAUL)
JUDGE

Whether speaking/non-speaking?	Yes/No
Whether reportable?	Yes/No