

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

147

CR-5935-2022

Date of decision: 15.12.2022

GULAB SINGH AND ANR.

..Petitioners

Versus

SHIV NARAIN (DECEASED) THROUGH LRS. & ORS.

..Respondents

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. Saurabh Bajaj, Advocate
for the petitioners.

ANIL KSHETARPAL, J(Oral)

It has correctly been observed that the problems of the decree holder start after the judgment and decree is passed in his favour. This case is a classical example of the same. The petitioners are the judgment debtors. They were parties to the suit for possession by way of specific performance of the agreement to sell. They claimed a prior agreement to sell from the agreement in favour of the plaintiff. Their claim was specifically rejected by the Court while passing the decree. The matter has attained finality till Hon'ble Supreme Court. Now, in the execution petition, the petitioners claim that the sale deed in their favour pursuant to the prior agreement to sell has not been set aside, therefore, the decree is not executable.

Admittedly, the aforesaid agreement was the basis of the defence of the petitioners in the suit. The same has already been adjudicated. It has been held that such agreement was executed in order to defeat the rights of the plaintiff.

Keeping in view the aforesaid facts, there is absolutely no merit in the revision petition. It is rather an abuse of the process of the Court.

Hence, the revision petition is dismissed with cost of Rs.1,00,000/- which shall be liable to be deposited with the Poor Patients Welfare Fund, PGIMER, Chandigarh. If the petitioners do not deposit the said amount, the same shall be recovered by the Deputy Commissioner, Karnal, as arrears of land revenue and deposited in the Poor Patients Welfare Fund, PGIMER, Chandigarh.

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

December 15th, 2022

(ANIL KSHETARPAL)
JUDGE

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