

IN THE HIGH COURT OF PUNJAB AND HARYANA  
AT CHANDIGARH

C.R. No.4082 of 2014 (O&M)

Reserved On 06.11.2023

Pronounced On 09.11.2023

Raja Narinderjit Singh and another

.Petitioners

Versus

North Star Estate Promoters Ltd.

..Respondent

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. R.K.Handa, Advocate  
Mr. Dharambir Bhargav, Advocate  
Ms. Gauri Handa, Advocate  
Mr. Kulwinder Bhargav, Advocate  
for the petitioners.

Mr. Sachin Jain, Advocate  
for the respondent.

Mr. Vikas Arora, AAG, Punjab

ANIL KSHETARPAL, J

1. The petitioners before this court are the judgment debtors. They assail the correctness of the order passed by the Executing Court on 20.03.2014, which in appeal has been affirmed by the First Appellate Court vide order dated 15.05.2014.

2. A suit for possession by way of specific performance of the agreement to sell was filed by the respondent. The aforesaid suit was decreed against the petitioners. Ultimately, the Supreme Court vide judgment dated 08.05.2012, dismissed the petitioners' appeal but passed the following order:-

“ 22. In the result, the appeals are dismissed and the following directions are given:

*i) within three months from today the respondent shall pay Rs.5 crores to the appellant. This direction is being given keeping in view the statement made by Shri Dushyant Dave, learned senior counsel for the respondent on 03.05.2012 that his client would be willing to pay Rs.5 crores in all to the appellant as the price of the land.*

*ii) Within next three months the appellant shall execute and get the sale deed registered in favour of the respondent and hand over possession of the suit property.”*

3. It may be noted here that pursuant to the decree for possession by way of specific performance of the agreement to sell, the respondent (plaintiff) on 01.10.2010 deposited a sum of Rs.1,79,07,500/-. As per the order passed by the Supreme Court, the remaining amount of Rs.3,10,92,500/- was deposited by the plaintiff on 06.06.2012. The sale deed of the property has already been executed in favour of the decree holder and the possession has also been delivered.

4. During the execution petition, at one stage the decree holder stated that he has no objection if the judgment debtor is allowed to cut and remove the trees standing on the suit land. However, it was found that as per contract with the Forest Department, the trees could not be removed upto the year 2050.

5. Ultimately, as already noticed, the possession was delivered to the decree holder and the trees have already been cut and removed by the decree holder.

6. The learned counsel representing the petitioners has submitted that the petitioners were not paid the amount of Rs.1,79,07,500/- which was deposited by the decree holder on 01.01.2010. The same has been paid only with the intervention of the High Court. Hence, the petitioners are entitled to interest. He submits that the judgment debtor should have deposited the entire amount of Rs.5 crores and thereafter he should have sought refund from the Court. He further contends that the trees worth estimated cost of nearly Rs.5 crores have been removed by the decree holders despite the statement given by them and therefore, the petitioners should be compensated.

7. On the other hand, the learned counsel representing the respondents have contended that the Executing Court has found that the delay in withdrawal of the amount of Rs.1,79,07,500/- was on account of delay on the part of the judgment debtor. While referring to the order passed by the Court on 24.03.2014, he submits that the petitioners did not supply the photographs and the photocopies of the bank passbook because of which the refund voucher could not be issued.

8. This Bench has heard the learned counsel representing the parties at length and with their able assistance perused the paper book and considered their submissions.

9. It is not in dispute that the decree holders deposited Rs.3,10,92,500/-, the balance amount in the court in compliance with the order passed by the Supreme Court. In January, 2010, they had already deposited Rs.1,79,07,500/-. It was for the petitioners to make the efforts for the withdrawal of the same. There is no substance in the arguments of the learned counsel representing the petitioners that the decree holder should

have paid the additional amount of Rs.5 crores and thereafter should have sought refund.

10. There are certain interim orders passed by the Coordinate Bench during the course of hearing. As per those orders efforts have been made to settle the litigation once for all. However, such orders do not create any right in favour of the petitioners. The trees have already been cut and removed by the decree holder. In such circumstances, the Executing Court is not expected to overstep the decree. In these circumstances, the petitioners, if so advised, may avail a remedy for the enforcement of the statement made by the decree holder during the execution petition. However, in execution of the decree, the court is not expected to enter into the arena of enforcement of the statement given by the decree holder particularly when it was the petitioners who failed to harvest the trees after the decree holder made the aforesaid statement.

11. Keeping in view the aforesaid facts, the revision petition is disposed of.

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

**09<sup>th</sup> November, 2023**  
**nt**

**(ANIL KSHETARPAL)**  
**JUDGE**

**Whether speaking/reasoned**  
**Whether reportable**

**:YES/NO**  
**:YES/NO**