

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

**Civil Revision No.639 of 2023
Date of Decision: 01.02.2023**

M/s Soubhagya Clothing Company

...Petitioner

Versus

M/s Mukesh Udyog Limited

...Respondents

CORAM: HON'BLE MRS. JUSTICE MEENAKSHI I. MEHTA

Present:- Mr. Rahul Sharma, Advocate,
for the revisionist-petitioner.

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MEENAKSHI I. MEHTA, J.(ORAL)

By way of the instant revision-petition, the petitioner-defendant-Judgment Debtor (here-in-after to be referred as 'the JD') has laid challenge to the order dated 18.08.2022 (Annexure P-4) as passed by learned Civil Judge (Junior Division), Ludhiana (for short 'the Executing Court'), whereby the Objections filed by him (JD) in the Execution Petition No.179 of 2018 titled as 'M/s Mukesh Udyog vs M/s Soubhagya Clothing', have been dismissed.

2. As per the brief factual-matrix leading to the filing of the present revision petition, the Civil Suit filed by the respondent-plaintiff-Decree Holder (here-in-after to be referred as 'the DH') against the JD for seeking a decree for recovery of Rs.2,51,301/- had been decreed vide the judgment and decree dated 17.02.2016 and the DH filed the above-referred

Execution Petition in respect thereof and the JD moved the Objections therein which have been dismissed vide the impugned order.

3. I have heard learned counsel for the JD in the instant revision petition, at the preliminary stage and have also perused the file carefully.

4. Learned counsel for the JD contends that after the passing of the afore-said judgment and decree, a written compromise (Annexure P-2) was effected between the parties qua the decretal amount and in pursuance of the same, the said amount was duly paid by the JD to the DH as shown in the Ledger (Annexure P-3) and thus, it is quite explicit that after the said payment, nothing remains outstanding against the JD any more but vide the impugned order, the Executing Court has wrongly dismissed the Objections preferred by him (JD) in this regard and therefore, the said order is not legally sustainable and hence, the same deserves to be set aside.

5. However, the above-raised contentions do not hold much water because a bare perusal of the said written compromise (Annexure P-2) reveals that the exact amount, claimed/asserted by the JD to have been paid by him to the DH by way of its adjustment and as shown in the Ledger Annexure P-3, does not find mention therein. In normal course of events, it seems highly improbable that any prudent person, while entering into/affecting a written compromise in respect of his/her monetary liability and too, arisen out of the judgment and decree passed by the competent Court, would not get the exact amount, as might have been paid/got adjusted by him in pursuance thereof, specifically reflected/mentioned in the same, in acknowledgment of such payment/adjustment.

6. In view of the fore-going discussion, this Court is of the considered opinion that the impugned order does not suffer from any illegality, infirmity, irregularity or perversity so as to warrant any interference by this Court. Resultantly, the revision petition in hand, being *sans* any merit, stands dismissed.

01.02.2023

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(MEENAKSHI I. MEHTA)
JUDGE

Whether speaking/reasoned:

Yes

Whether Reportable:

No