

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

CR No. 2003 of 2022

Date of decision: 20.02.2023

Bhupinder Singh

..... Petitioner.

Versus

Kartar Singh and others

.... Respondents.

CORAM: HON'BLE MR. JUSTICE ANUPINDER SINGH GREWAL

Present:- Mr. Puneet Kumar Bansal, Advocate, for the petitioner.

ANUPINDER SINGH GREWAL, J. (ORAL)

The petitioner has challenged the order dated 26.04.2022 (Annexure P-8) passed by the Civil Judge (Junior Division), Moga, whereby his objections have been dismissed.

Learned counsel for the petitioner submits that the petitioner had entered into an agreement to sell with Pritpal Singh for land measuring 20 kanals 4 marlas on 25.05.2017 and had paid a sum of ₹7.85 lakh. The date for execution of the sale deed was fixed as 06.06.2018. However, as Pritpal Singh did not turn up for execution of the sale deed, the petitioner had filed a suit for specific performance on 15.06.2018. The suit had been decreed to the extent of alternative relief of refund of the earnest money on 17.11.2021 and the petitioner thereafter had filed an appeal to the extent of decree for specific performance which is pending adjudication before the Appellate Court. The vendor Pritpal Singh in collusion with respondent No.1 Kartar Singh forged and fabricated an ante-dated agreement to sell dated 15.05.2017. On that

basis, a civil suit for specific performance had been decreed on 11.10.2019 in favour of respondent No.1, as Pritpal Singh intentionally did not put in appearance and was proceeded against *ex parte*. The petitioner has filed a civil suit challenging the collusive decree obtained by respondent No.1/decreed-holder Kartar Singh which is pending adjudication before the Trial Court. He, therefore, apprehends that respondent No.1/decreed-holder might alienate the land and in such circumstances it would not be possible to restore the *status quo ante* and the proceedings which have been initiated by the petitioner would be rendered infructuous. He further submits that it is a clear case of fraud and in such circumstances the Executing Court ought to have at least adjourned the execution proceedings *sine die* to await the outcome of the suits which have been preferred by the petitioner.

Heard.

The petitioner had filed objections against the execution of the *ex parte* decree which had been obtained by respondent No.1 - Kartar Singh against Pritpal Singh on 11.10.2019. It is noteworthy that Pritpal Singh had also entered into an agreement to sell with the petitioner on 25.05.2017 for agricultural land measuring 20 kanals 4 marlas and earnest money of ₹7.85 lakh had been paid. The agreement to sell was for a total sale consideration of ₹20,20,000/-. In the suit for specific performance preferred by the petitioner, a decree for alternative relief of refund of the earnest money has been granted on 17.11.2021. The petitioner has filed a suit against the alleged collusive decree dated 11.10.2019, but that suit is yet to be adjudicated. In his objections to the execution, he has made bald averments with regard to fraud without setting out the material particulars. It appears that he is trying to

delay the execution proceedings.

In view of the above, I do not find any infirmity in the impugned order dated 26.04.2022 (Annexure P-8) passed by the Executing Court declining the objections of the petitioner on the ground that the decree which had been obtained by respondent No.1/decreed-holder has attained finality.

Consequently, I do not find any merit in this revision petition which stands dismissed.

In the event of the petitioner succeeding in his suit, then the competent Court would protect his rights as well.

20.02.2023
Ramesh

(ANUPINDER SINGH GREWAL)
JUDGE

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