

In the High Court of Punjab and Haryana, at Chandigarh**Civil Revision No. 3756 of 2019****Date of Decision: 14.09.2023**

Jaswant Singh and Another

... Petitioner(s)

Versus

Ravinder Pal Singh and Others

... Respondent(s)

CORAM: Hon'ble Mr. Justice Anil Kshetarpal.Present: Mr. Surjeet Singh Sodhi, Advocate
for the petitioner(s).Mr. Deepak Verma, Advocate
for the respondent No.1.**Anil Kshetarpal, J.**

1. The petitioner before this Court is a third party objector who claims to be the subsequent vendee of the suit property. The sale deed was executed in favour of the petitioner in the year 2006, whereas the judgment and decree was passed on 08.12.2001. In a suit for specific performance of the agreement to sell, a conditional decree on the basis of the compromise was passed. It was agreed that the defendant-Inder Singh will return ₹5,05,000/- by 31.03.2002, failing which he shall be liable to execute the sale deed of the land measuring 16 kanals in favour of the decree holder. While alleging that Inder Singh has not paid the amount, the execution petition was filed.

2. At the first instance, the judgment debtor Inder Singh filed an objection petition claiming that he has already paid the amount and he has also sold the property. The objection petition was dismissed by the

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Executing Court on 04.04.2015, which was upheld in the revision petition by this Court on 29.11.2016. Thereafter, the petitioners filed the objection petition claiming that they are the bonafide purchasers of the property. The Executing Court has held that the sale in favour of the petitioners took place much after the decree was passed in favour of the decree holders. Hence, they have no right to claim protection as the bonafide purchasers.

3. Heard the learned counsel representing the parties at length and with their able assistance perused the paper-book.

4. The learned counsel representing the petitioners contends that they are not party to the judgment and decree, therefore, their objections are required to be decided like a suit after framing the issues. He further submits that the decree holder can execute the decree against some other property available with the judgment debtor, but it will not be appropriate to dispossess the petitioners.

5. This Court has considered the submissions. The petitioners herein have purchased the property in the year 2006, whereas the judgment and decree was passed on 08.12.2001. Hence, the petitioners have purchased the property after the judgment and decree was passed against the judgment debtor.

6. Moreover, the concept of bonafide purchaser is enshrined in the Specific Relief Act, 1963, which is not applicable to the present case because the petitioners have purchased the property even after the decree for specific performance was passed.

7. Under Section 41 of the Transfer of Property Act, 1882, there is a concept of transfer by the ostensible owner. However, that will also not be

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applicable because there is no consent expressed or implied by the decree holder.

8. The next argument of the learned counsel representing the petitioners is that the decree holder can execute the decree with respect to some other property of the judgment debtor also has no substance because the decree is required to be executed as it is.

9. The last argument of the learned counsel representing the petitioner is that they are prepared to refund the amount of ₹5,05,000/- along with interest. It shall be noticed that the aforesaid amount was refundable till 31.03.2002 only. Now after the passage of 21 years, particularly when the compromise decree was passed, this Court does not find it appropriate to permit the petitioners to pay the said amount.

10. Keeping in view the aforesaid facts, no ground is made out to interfere . Hence, the present revision petition is dismissed.

(Anil Kshetarpal)
Judge

September 14, 2023

“DK”

Whether speaking/reasoned :Yes/No

Whether reportable : Yes/No