



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

CR-6806-2015 (O&M)

Date of decision: 06.05.2024

Subegh Singh

....Petitioner

Versus

Lachman Singh (since deceased) through his LRs

..Respondent

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present:- Mr. D.S.Gandhi, Advocate for the petitioner

Mr.A.S.Sidhu, Advocate for the respondent

ANIL KSHETARPAL, J (Oral)

1. In this revision petition, the plaintiff assails the correctness of the order passed by the trial court on 12.08.2015 while dismissing his application for extending the time/period for the deposit of the balance amount of sale consideration, which was required to be deposited pursuant to the conditional decree in a suit for the specific performance of the agreement to sell.

2. In order to comprehend the issues involved in the present case, some relevant facts, in brief, are required to be noticed.

3. The petitioner filed a suit for possession by way of specific performance of the agreement to sell with a consequential relief of permanent injunction. On 16.11.2005, a conditional decree was passed in favour of the petitioner while directing him to deposit the balance sale



consideration, within a period of one month from the date of the judgment and decree passed by the trial court. Defendant filed the appeal. Upon re-appreciation of evidence, the First Appellate Court modified the decree and directed the defendant to pay Rs.1,00,000/- in four installments of Rs.25,000/- each, with reducing interest at the rate of 9% per annum and fixed the following schedule for the payment of the amount:-

“(i) First instalment of Rs.25,000/- to be paid on or before 15th May, 2007.

(ii) Second instalment of Rs.25,000/- to be paid on or before 15th November, 2007

(iii) Third instalment of Rs.25,000/- to be paid on or before 15th May, 2008.”

4. In the alternative, the court held that if the judgment debtor fails to pay the amount, the plaintiff shall be entitled to specific performance.

5. On 14.05.2009, the plaintiff filed an application for extending the period of deposit of the balance sale consideration on the ground that the defendant has failed to pay the amount. While replying the defendant asserted as under:-

“(a) Prior to dated 15.05.2007 i.e the first date of installment, the respondent/ JD alongwith Gurdip Singh Sarpanch, Gram Panchayat Village Sherpur Taiban, District Moga approached applicant/DH many times and tendered him Rs.25,000/- with interest but he refused to accept the same. On dated 15.05.2007, respondent/JD through his counsel Sh.Tara Singh Sandhu, Advocate issued a



registered AD notice to applicant/DH by requesting to receive Rs.25,000/- with interest from him. The applicant/DH in connivance of post man refused to accept the notice and got make a report that applicant/DH has left the village by selling his land. Further on dated 16.05.2007, respondent/JD sent Rs.26,500/- through six money order to applicant/DH who refused to receive the same and in this way, respondent/JD had tried his best to pay the first installment with interest to applicant/DH but he with mala fide intention had not accepted the same. It is pertinent to mention here that respondent/JD had also approached to the learned Court of Additional District Judge, Moga and moved an application to deposit the amount in dispute in Court but the learned Court refused to receive the same with instruction to respondent/JD that the Court has no such head in which the amount in dispute can be deposited, so the respondent/JD should directly pay the same to applicant/DH.

(b) On dated 15.11.2007, vide a registered letter/AD No. 596, the respondent/JD tendered Rs. 25,000/- as second installment to applicant/DH and sent cheque No. 120971 dated 14.11.2007 worth Rs. 25,000/- of Punjab National Bank. Dharamkot out of his account No. 9544 but the applicant also refused to accept the delivery of this letter.

(c) On dated 14.05.2008 vide a registered letter/AD No. 3090 dated 14.05.2008, the respondent/JD tendered Rs. 25,000/- as third installment to applicant/DH and sent cheque No. 120972 dated 14.05.2008 worth Rs.25,000/- of Punjab National



Bank, Dharamkot but the applicant also refused to accept the delivery of this letter.

(d) On dated 10.11.2008 vide a registered letter/AD No. 5474 dated 10.11.2008, the respondent/JD tendered Rs. 25,000/- as fourth installment to applicant/DH and sent cheque No. 120973 dated 10.11.2008 worth Rs.25,000/- of Punjab National Bank, Dharamkot but the applicant also refused to accept the delivery of this letter.”

6. The trial court dismissed the application. The learned counsel representing the petitioner contends that delay was not of 4 years but 6 months. He submits that the trial court has erred in dismissing the petitioner's application.

7. This Court has considered the submissions made by the learned counsel representing the parties.

8. It is evident that the defendant has been taking all the possible steps to pay the amount in accordance with the judgment and decree passed by the First Appellate Court. With regard to payment of first instalment, the defendant, after the plaintiff refused to receive the notice, sent the amount through as many as six money orders. Thereafter, the second instalment was sought to be paid through a cheque, which was sent through the registered post but the plaintiff refused to receive the letter. Similar is the position of the third instalment as well as 4th instalment. In these circumstances, the plaintiff does not deserve any indulgence from this Court.

9. Keeping in view the aforesaid facts, no ground to interfere is made out.



- 10. Hence, dismissed.
- 11. All the pending miscellaneous applications, if any, are also disposed of.

06.05.2024

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

(ANIL KSHETARPAL)
JUDGE