

In the High Court of Punjab and Haryana, at Chandigarh**Civil Revision No. 1439 of 2024 (O&M)****Date of Decision: 07.03.2024**

Malkit Singh

... Petitioner(s)

Versus

Avtar Singh

... Respondent(s)

CORAM: Hon'ble Mr. Justice Anil Kshetarpal.

Present: Mr. Baldev Singh Sidhu, Advocate
for the petitioner(s).

Anil Kshetarpal, J.

1. In a suit for specific performance of agreement to sell, a conditional decree directing the petitioner (the plaintiff) to deposit the remaining amount within a period of two months was passed on 18.02.2020, which he failed to deposit. The petitioner has filed an application on 12.07.2023 for enlargement of time for depositing the remaining amount of sale consideration.

2. On one hand, the judgment debtor has filed an application under Section 28(1) of the specific Relief Act, 1963 (hereinafter referred to as “the 1963 Act”) for rescission of the contract. The petitioner claimed that due to health issues and there were some talks of settlement between the parties, he could not deposit the said remaining amount.

3. On the other hand, the respondent, while filing reply to the application, stated that the parties have entered into a settlement on 20.08.2022 wherein the judgment debtor agreed to pay ₹40,00,000/- to the decree holder in instalments upto 30.12.2027. The decree holder also

purchased Maruti Suzuki car and the judgment debtor undertook to pay the

amount of car in 60 instalments. The settlement was reduced into writing on 17.06.2023 and the judgment debtor has already received an amount of ₹20,45,000/-. On the basis of the aforesaid developments, the Trial Court has refused to enlarge the time and allowed the application under Section 28 of the 1963 Act.

4. Challenging the correctness of the aforesaid order, this revision petition has been filed.

5. The learned counsel representing the petitioner submits that only ₹10,00,000/- more is required to be paid and the petitioner was kept busy by the judgment debtor under the guise of settlement.

6. This Court has considered the submissions of the learned counsel representing the petitioner.

7. There is a novation of contract between the parties after the judgment and decree was passed. Hence, the petitioner cannot now pray for enforcement of the contract which has been modified by the parties by a subsequent contract.

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

9. The miscellaneous application(s) pending, if any, shall stand disposed of.

(Anil Kshetarpal)
Judge

March 07, 2024

“DK”

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No