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IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

(125)

CR-5280-2024

Date of Decision: - 12.09.2024

Labh Singh

....Petitioner

Versus

Harbans Singh

.....Respondent

CORAM : HON'BLE MR. JUSTICE VIKAS BAHL

Present:- Mr. Vijay Singh, Advocate,
for the petitioner.

VIKAS BAHL, J. (ORAL)

1. Present revision petition has been filed under Article 227 of the Constitution of India for setting aside the impugned order dated 22.07.2024 (Annexure P-3) passed by the Civil Judge (Junior Division), Chandigarh in Execution No.397 of 2018.
2. Brief facts of the case are that the respondent had filed a suit for recovery of Rs.20,00,000/- on the basis of promissory note and receipt dated 15.09.2010 under Order 37 Rules 1 and 2 CPC against the present petitioner.
3. By the judgment dated 21.11.2017, the said suit was partly decreed in the following terms: -

“18. Hence, in view of the up shot discussion, the suit of the plaintiff succeeds partly and hereby partly decreed with no order as to costs and the plaintiff is entitled to recover an amount



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of Rs. 20,00,000/- along with pendent-lite interest @ 8% per annum from the date of filing of the suit till judgment and decree and further future interest @ 6% per annum from the date of judgment and decree till its realization. Decree sheet be prepared accordingly. File be consigned to the record room after due compliance.”

A perusal of the above order would show that in addition to the amount of Rs.20,00,000/- pendente lite, interest @ 8% per annum as well as future interest @ 6% per annum was also granted.

4. In order to execute the said judgment and decree, an application for execution was filed and when the matter came up for hearing on 22.07.2024, the following order was passed by the Executing Court: -

“JD Labh Singh has been produced by the jail authorities in pursuance of conditional warrants of arrest issued by this court since JD is ex parte. Today, JD Labh Singh suffered a statement which is reproduced as under:

I have effected compromise with the DH regarding this decree for a lumpsum amount of Rs. 20 Lacs. Today I am paying Rs. 2 lacs to DH Harbans Singh and the remaining amount of Rs. 18 Lacs shall be paid by me in two installments of Rs. 9 Lacs each. I will pay the first installment of Rs. 9 Lacs on 23.08.2024 and second installment shall be paid by me on dated 23.09.2024 failing which the above noted amount of Rs. 2 lacs shall be forfeited to the DH and I will pay the entire amount alongwith interest which is approx. 35 Lacs.

DH Harbans Singh also suffered a statement which is reproduced as under:

*I have heard the statement of JD and I admit it as correct.
I have received Rs. 2 Lacs today in the court.*

In view of above statement, the matter has been



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compromised between the parties for a sum of Rs. 20 Lacs out of which Rs. 2 Lacs has been paid in the court. Now to come up on 23.08.2024. JD is directed to pay the remaining amount on 23.08.2024 as per his statement.”

A perusal of the said order would show that although an amount of approximately Rs.35,00,000/- was due but on account of the compromise entered between the petitioner and the decree holder, the decree holder had settled to accept an amount of Rs.20,00,000/-, out of which Rs.2,00,000/- were paid on 22.07.2024 and a statement was suffered by the petitioner that he would pay the remaining amount of Rs.18,00,000/- in two installments, the first installment would be paid on 23.08.2024 and the second installment would be paid on 23.09.2024. He had further submitted that in case he fails to do the same, then the amount of Rs.2,00,000/- would be forfeited and he would pay the entire amount alongwith interest which would be about Rs.35,00,000/-. The case was adjourned to 23.08.2024 and on 23.08.2024, since the petitioner did not pay the above-said amount, thus, the trial Court was pleased to pass the following order: -

“Today the case was fixed for making payment of Rs. 9 lacs by the JD as he was produced by the police in pursuance of conditional warrants of arrest issued by the court on 22.07.2024. JD had effected the compromise on that day and agreed to Rs. 20 lacs as lumb sum amount to the DH and paid Rs. 2 lacs out of them to the DH. He further agreed to pay the remaining amount of Rs. 18 lacs in two installments of 9 lacs each i.e. 23.08.2024 and 23.09.2024 but JD has not made the payment today nor he has come present today in the court. The JD has not made the payment despite the statement suffered by him. Accordingly, fresh

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*conditional warrants of arrest of the JD be issued for 16.09.2024
ferred by him. Accordingly, fresh conditional warrants of arrest of
the JD be issued for 16.09.2024 through concerned SHO.”*

5. The order dated 23.08.2024 has not been challenged before this Court, although a prayer for stay of the said order has been made and on the said short ground alone, the present revision petition deserves to be dismissed. In the present case, the order dated 22.07.2024 is sought to be challenged.

6. Learned counsel for the petitioner has submitted that the petitioner cannot pay the installment of Rs.9,00,000/-, as has been stated by him on 22.07.2024, and can at best pay an amount of Rs.1,50,000/- within a period of two days from today. It is further submitted that in view of the same, the order dated 22.07.2024 be set aside.

7. This Court has heard learned counsel for the petitioner and has perused the paper-book.

8. As has been observed herein above, the order dated 23.08.2024 is not under challenge and thus, the conditional warrant of arrest of the JD which has been issued, has not been challenged before this Court. It is not in dispute that the suit was filed by the respondent-plaintiff on the basis of a promissory note in the year 2013 and the judgment and decree was passed in the year 2017 and the said judgment and decree had attained finality. A perusal of the order dated 22.07.2024 would show that the amount on the said date even as per the petitioner, which was due was Rs.35,00,000/- yet on account of the fact that the petitioner had not paid the money for several years, the decree holder had

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fairly stated that he would be satisfied in case an amount of Rs.20,00,000/- is paid. Furthermore, the statement of the petitioner was specifically recorded that in case, he does not pay the installments, then, he would be liable to pay the entire amount of Rs.35,00,000/-. The statement recorded on 22.07.2024 is only in favour of the petitioner, inasmuch as, his liability which was higher was reduced on account of the said statement. Since the petitioner has not complied with his statement, thus, the total amount which as on date exceeds Rs.35,00,000/- would become due from the petitioner.

9. Strangely, the petitioner has prayed for modification of the order dated 22.07.2024. The order only records the statement of the petitioner and the question of this Court modifying the same does not arise. The present revision petition has apparently been filed to delay the execution proceedings and is completely frivolous and deserves to be dismissed and is accordingly dismissed.

September 12, 2024
naresh.k

(VIKAS BAHL)
JUDGE

Whether reasoned/speaking?	Yes
Whether reportable?	Yes