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IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CR-6734-2017 (O&M)

Date of decision : 24.02.2025

Hakam Singh

..... Petitioner

versus

Pritam Singh & anr.

..... Respondents

CORAM : HON'BLE MR.JUSTICE PANKAJ JAIN

Present :- Mr. Birjesh Nandan, Advocate
for the petitioner.

Mr. Dinesh Kumar Sharma, Advocate
for respondent No.2.

PANKAJ JAIN, J. (ORAL)

CM-22009-CII-2024

For the reasons recorded in the application, the same is allowed.

Copy of agreement to sell dated 11.10.2003 (Ex.P-1) is taken
on record.

Main case

1 By way of present revision petition challenge has been raised to
orders dated 16.08.2016 and 13.09.2017 (Anexures P-3 & Annexure P-4)
whereby the objections filed by the petitioner stand rejected and warrants of
possession have been issued. For convenience, parties hereinafter are
referred to by their original position in the suit i.e. the petitioner as plaintiff
and the respondents as defendants.



2 Respondent No.2-Ram Partap Singh filed suit for possession by way of specific performance, permanent injunction against respondent No.1 Pritam Singh claiming that Pritam Singh agreed to sell land measuring 7 biswas as mentioned in the head note of the plaint in favour of the plaintiff for a total sale consideration of Rs.2,00,000/-. An amount of Rs.1,60,000/- was paid as earnest money and the parties agreed to get the sale deed executed on or before 15.12.2003. The suit was decreed by the Trial Court. The operative part of the decree reads as under :-

“Suit for possession by way of specific performance of contract for sale dated 11.10.2003 in respect of land measuring 7 biswas comprised in Khewat/Khatoni No.1137/8623/459(0-7), alongwith the construction of 4 rooms, bath room, and latrine existing thereupon and situated at Banur, Tehsil Rajpura, District Patiala as per jamabandi for the year 2001-2002.

AND

Suit for permanent injunction restraining the defendant from selling or in any manner transferring the suit land measuring 7 biswas fully described above to any other person except the plaintiff.

AND

In the alternative suit for recovery of Rs.2.0 lacs) (Rs.1.60 lac being earnest money and Rs.40.000/-as damages)

Value of the suit for the purposes of Court fee and Jurisdiction is Rs.2 lacs.

This suit is coming on this the 6th day of November, 2008, for final disposal before me (Mrs.Jagdeep Kaur Virk, PCS, Civil Judge(Junior Division), Rajpura, in the presence of Sh. S. K. Jain. Advocate for the plaintiff and Sh. H. R. Agnihotri, Advocate for the defendant. It is ordered that the suit is decreed with costs and



the plaintiff is held entitled to the possession of the property subject matter of Ex.Pl, and defendant is directed to get the sale deed executed in favour of the plaintiff within 3 months from the date of decree, .after receiving balance sale consideration and other expenses of registration from the plaintiff in terms of Ex. Pl and the defendant is directed to hand over the vacant possession of the property subject matter of Ex. Pl fully mentioned in the head note of the plaint to the plaintiff at the time of registration of Sale deed. In case defendant fails to get the sale deed executed and registered as directed above, then the plaintiff shall be entitled to get the sale deed registered through the court and to take possession of the suit land through the Court.”

3 Decree holder filed execution petition on 21.12.2011. Therein objections were filed by the present petitioner on 06.04.2016. The decree holder after discovering that there was omission to refer Khasra number correctly moved an application before the trial Court. The same was declined. Aggrieved decree holder preferred revision petition bearing CR No.635 of 2014 which was decided vide order dated 17.12.2015 passed by this Court observing as under

“The application for amendment of the decree which carried out a mistake that had crept out in the plaint in describing the khasraNo. in a suit for specific performance was declined. The Court had upheld the plaintiff's claim to purchase the property on the basis of an agreement that described the property as under in its recital:

“Khewat Khatauni No. 1131/1624 (khasra No.9888/8623/459 (0-7)”

While describing the property in the plaint the plaintiff decree holder had described the property as:

“Khewat/Khatoni No. 1137/8623/459 (0-7)”



There is an obvious omission to refer to the khasra No. correctly, in the manner referred to in the agreement. The extent remains the same, khatoni No. remains the same. Khasra No. 8623/459 finds expressed both in the agreement and in the plaint, however, reference to khasra No. 9888 occurring before 8623 had been omitted. So, also reference to Khatauni No. 1624 is omitted in the plaint. It is an obvious mistake and it would require to be corrected to secure effectively the rights which the decree holder has obtained after full fledged contest.

The order declining the amendment is set aside and the revision petition is allowed as prayed for in the Court below.”

4 In view of the order passed by this Court, the objections filed by the present petitioner were dismissed. It is the said order and the subsequent order whereby warrant of possession has been issued which has been made subject matter of the present revision petition.

5 Learned counsel for the petitioner while assailing the impugned order passed by the Executing Court submits that the petitioner purchased 7 biswas of land from the true owner. At that point of time decree suffered by his vendor Pritam Singh mentioned land as khewat No.1137 khatoni No.8623 Khasra No.459 which was different from the one purchased by the petitioner. Thus decree dated 06.11.2008 could not have been executed *qua* the petitioner and modification of the decree at the back of the petitioner cannot take away his right to object to the decree.

6 *Per contra* learned counsel for respondent No.2 submits that the sale deed in favour of the petitioner is after Pritam Singh had already suffered decree and was under legal obligation to abide by the same. Sale deed in favour of the petitioner was in time where Pritam Singh had no right, title or interest to execute sale deed in favour of the petitioner being bound



by decree passed in favour of respondent No.2. He thus submits that as a prudent person, petitioner was atleast required to find out whether Pritam Singh having suffered decree was owner of both the lands or not? He submits that the present objections are nothing but a collusive *lis* by the petitioner acting in cahoots with the JD. The objections as well as the present *lis* lack bonafide and thus the Executing Court has rightly dismissed the objections referred by the petitioner.

7 I have heard learned counsel for the parties and have gone through the records of the case.

8 So far as the decree suffered by Pritam Singh is concerned, the same is matter of record. It has also come on record that vide order dated 17.12.2015 passed by this Court in CR No.635 of 2014 the same stands modified and the land which now form subject matter of the decree is the one which is subject matter of sale deed in favour of the petitioner. Sale deed in favour of the petitioner dated 19.03.2012 is after decree dated 06.11.2008. Modified decree evidently would relate back to the date of passing of the decree. The petitioner could have succeeded only if he was able to show that Pritam Singh was owner of both the properties which are different. There being no such plea, this Court does not find any reason to interfere in the well reasoned order passed by the Executing Court.

9 Resultantly, the present revision petition is dismissed.

(PANKAJ JAIN)
JUDGE

24.02.2025

Pooja Sharma-I

Whether speaking/reasoned:

Yes/No

Whether reportable:

Yes/No