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

(109)

CR-2148-2025

Date of Decision: - 05.04.2025

Harjit Kaur

....Petitioner

Versus

Ajit Singh

.....Respondent

CORAM : HON'BLE MR. JUSTICE VIKAS BAHL

Present:- Mr. Akshit Pathania, Advocate
for the petitioner.

VIKAS BAHL, J. (ORAL)

1. Present civil revision petition has been filed under Article 227 of the Constitution of India for setting aside the order dated 14.02.2025 (Annexure P-1) in EXE-05-2023 titled as 'Ajit Singh Vs. Harjit Kaur', passed by the Civil Judge (Junior Division), Bholath, whereby the Executing Court has dismissed the objections filed by the petitioner/defendant.

2. Learned counsel for the petitioner has submitted that in the present case, the petitioner, who is the judgment debtor, had raised a specific objection to the effect that the identity of the plot measuring 5 marla has been wrongly detailed in the headnote of the plaint/judgment and decree under execution, as the alleged plot is actually situated at village Chaugawan, Teshil Bholath, District Kapurthala and not at



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village Tandi, Teshil Bholath, District Kapurthala. It is submitted that the said objection is meritorious and should have been allowed and the Executing Court vide order dated 14.02.2025 has wrongly dismissed the said objection.

3. This Court has heard learned counsel for the petitioner and has perused the paper-book and finds that the impugned order is in accordance with law and deserves to be upheld and the present revision petition being meritless, deserves to be dismissed for the reasons detailed hereinafter.

4. It is not in dispute that the respondent-plaintiff had filed a suit for possession against the present petitioner. The headnote of the said suit, as is apparent from the judgment and decree dated 27.03.2018 (Annexure P-2), is reproduced hereinbelow:-

“Suit for possession by way of specific performance of the agreement of sale dated 23.01.2015 of a plot measuring 05marlas, situated in village Tandi, Tehsil Bholath, Distt. Kapurthala, alongwith all incidental rights bounded as:

East : Ajit Singh son of Resham Singh

West : Gali

North : Pritam Singh s/o Basant Singh

South : Road.

Shown in the site plan attached in lieu of Rs.4,00,000/- on payment of Rs.2,40,000/- after adjustment of Rs.1,60,000/- paid as earnest money under agreement to sell dated 23.1.2015.

OR

In the alternative a suit for recovery of Rs. 4,00,000/- i.e. 1,60,000/- as earnest money and Rs.2,40,000/- as damages for non fulfillment of the said agreement.

AND



A suit for permanent injunction to restrain the defendant from alienating or disposing or creating any sort of charge on the said plot.”

A perusal of the above would show that specific details of the plot measuring 5 marlas alongwith the boundaries was specifically mentioned and even the site plan showing the location was also annexed. Although, the plaint and the written statement has not been annexed but a perusal of para No.1 of the judgment and decree dated 27.03.2018 (P-2) would show that the respondent-plaintiff was seeking relief of possession over the suit property, which was fully detailed in the headnote, by way of specific performance. Learned counsel for the petitioner has very fairly submitted that during the course of the trial, no objection, as has been sought to be raised in the present objection, was raised. The suit vide judgment and decree dated 27.03.2018 was decreed and the following relief was granted:-

“25. As a sequel of discussion aforementioned and in context of the given factual matrix, the suit of plaintiff succeeds and the same is hereby decreed for specific performance of agreement to sell dated 23.1.2015(Ex.P2) on payment of balance sale consideration. Plaintiff is granted a time period of two months from the date of passing of judgment and decree to pay or tender balance sale consideration of Rs.2,40,000/- in favour of defendant. Thereafter, defendant is granted one month from the date of payment of balance sale consideration to execute the sale deed with respect to suit property in favour of plaintiff, failing which plaintiff would be at liberty to get the sale deed executed in his favour in due course of law. Further defendant is perpetually restrained from alienating, transferring or encumbering the suit property. Misc. application, if any, lying pending stands disposed of as not pressed. Undisbursed diet money and unexhibited



documents be returned to the respective parties against proper receipt and identification. Decree be prepared and file be consigned to the record room, Kapurthala after due compilation.”

5. An appeal was filed against the said judgment and decree dated 27.03.2018, which was also dismissed by the 1st Appellate Court and it is not in dispute that no further appeal was filed by the petitioner before the High Court. In the execution proceedings, objections (P-3) were raised by the petitioner/judgment debtor, who was the sole defendant in the present case, questioning the identity of the property. The Executing Court vide order dated 14.02.2025 dismissed the said objections by observing that a completely new story had been put-forth by the judgment debtor for the first time which was beyond pleadings and that the plea which was now raised was never raised before the trial Court as apparent from the judgment dated 27.03.2018. It was further observed that other pleas which were taken in the objection petition, including the plea of taking a loan of Rs.2,00,000/- and subsequent return, had also been considered by the trial Court and had been found to be false. Copy of the judgment of the 1st Appellate Court dated 16.03.2020 was also considered and it was observed that no such objections or pleas were taken by the judgment debtor with respect to the details of the disputed plot even in the appeal. It was further observed that in case any wrong details of the disputed plot had been given in the plaint, the judgment debtor should have taken the objections during the pendency of the trial and in the appeal, as it is a settled law that the Executing Court cannot go beyond the decree and it is the duty

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of the Executing Court to execute the decree.

6. The said order passed by the Executing Court is in accordance with the settled law, inasmuch as, the pleas which were available to the judgment debtor during the course of trial, if not then taken, could not be permitted to be taken in execution proceedings, moreso, when the said objections pertained to the identity of the property, the details of which were duly mentioned in the headnote of the plaint. In case such like objections are entertained, then, it would give the judgment debtor an endless opportunity to delay the execution proceedings. Once the judgment of the trial Court has attained finality, the Executing Court cannot go beyond the same and is duty bound to execute the decree.

7. Keeping in view the above-said facts and circumstances, the impugned order is in accordance with law and is upheld and the present revision petition being meritless, deserves to be dismissed and is accordingly dismissed.

April 05, 2025
naresh.k

(VIKAS BAHL)
JUDGE

Whether reasoned/speaking?	Yes
Whether reportable?	Yes