



IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

112

ESA-196-2018 (O&M)
Date of decision: 18.03.2025

TEJ SINGH RANA

..Appellant

Versus

PANKAJ KUMAR AND ANOTHER

..Respondents

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. Sanjiv Kumar Aggarwal, Advocate
for the appellant.

Mr. Kewal Krishan, Advocate
for respondent No.1.

ANIL KSHETARPAL, J(Oral)**I. Brief facts:-**

1. The appellant is a subsequent purchaser governed by the rule of *lis pendens*. He assails the correctness of concurrent orders dismissing his objection petition by the Executing Court, which in appeal has been affirmed by the First Appellate Court.

2. Sh. Hem Raj (judgment debtor) entered into an agreement to sell on 02.01.2008 in favour of Sh. Pankaj Kumar (decree holder) with respect to plots No.52 and 53 on receipt of earnest money of Rs.30,000/-. Sh. Hem Raj did not honour the agreement forcing Sh. Pankaj Kumar to file a suit for specific performance on 16.04.2008, which was decreed on 13.09.2010, however, the decree was reversed by the First Appellate Court on 17.11.2012 but the High Court vide judgment dated 23.03.2017, restored the judgment of the trial Court and set aside the First Appellate Court's judgment. Special leave petition against the judgment passed by the High



Court has been dismissed on 01.12.2017. Thus, the decree for possession by way of specific performance has become final.

3. The appellant filed the objection petition claiming a prior agreement to sell by judgment debtor on 29.05.2006 in his favour. Both the Courts disbelieved the agreement and dismissed the objection petition.

II. Arguments:-

4. This Bench has heard the learned counsel representing the parties at length and with their able assistance perused the paperbook.

5. Learned counsel for the appellant while referring to agreement to sell (Annexure P-1) and various endorsements submits that judgment debtor has played fraud with him and therefore, the Executing Court has erred in dismissing appellant's objection petition.

III. Analysis and Discussion:-

6. This Court has considered the submissions of learned counsel for the appellant and find no merits on the following grounds:-

- i. There is no reference to the agreement to sell dated 29.05.2006, in the sale deed dated 05.03.2009, executed by judgment debtor in favour of the appellant.
- ii. During the pendency of the suit, the judgment debtor neither in his written statement nor in evidence disclosed any agreement to sell in favour of the appellant.
- iii. The appellant claims that he has been defrauded by the judgment debtor, however, it is evident that the appellant and judgment debtor were colluding.
- iv. The alleged agreement to sell is scribed on a plain paper with special adhesive stamps, which can be



procured at any point of time. Secondly, the judgment debtor had extended the date for execution of the sale deed from time-to-time namely on 28.03.2007, 25.04.2008 and 19.06.2008. If the judgment debtor was playing fraud with the appellant, he would have got an FIR registered against the judgment debtor or filed a complaint in the Court. In fact, the inference drawn by both the Courts that judgment debtor and appellant were colluding to deprive the benefit of judgment and decree appears to be plausible.

IV. Decision:-

- 7. Keeping in view the aforesaid facts, no ground to interfere is made out.
- 8. Dismissed accordingly.
- 9. All the pending miscellaneous applications, if any, are also disposed of.

March 18th, 2025

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(ANIL KSHETARPAL)
JUDGE

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