



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

142

**CR-5434-2023****Date of decision : 08.04.2025****Gurbaksh Kaur (since deceased) through her LRs ..... Petitioner****versus****Harbhajan Singh Randhawa and others ..... Respondents****CORAM : HON'BLE MR. JUSTICE PANKAJ JAIN**

Present: Mr. Namit Gautam, Advocate  
for the petitioner.

Ms. Bhavna Kapur, Advocate  
for the respondents (V.C.).

\*\*\*\*\*

**PANKAJ JAIN, J. (Oral)**

1. On 19.02.2025, following order was passed:-

“Present revision petition is directed against order dated 06.07.2023, whereby Civil Judge (Sr. Divn.), Kapurthala dismissed the suit filed by the plaintiff holding that there is no cause of action that continues.

Plaintiff filed suit seeking possession by way of specific performance of agreement to sell dated 17.03.2015 in his favour. As per the plaintiff, the agreement to sell was executed by defendant No.1 in his favour through defendant No.2 agreeing to sell suit land for a total sale consideration of Rs.76 lakhs. Earnest money of Rs.15 lakhs already stands paid. During the pendency of the suit, defendant No.1 suffered a statement that he was ready to execute sale deed in favour of the plaintiff in terms of the agreement to sell propounded in the suit. In these circumstances, Civil Judge, Kapurthala passed the impugned order which reads as under:-

“Today Kulwinder singh attorney of LRs of Gurbaksh Kaur is present and Vishal Kumar new attorney of defendant no.1 is also present. Sh. Mohit Kapur Advocate has suffered statement that today



Vishal Kumar new special power of attorney of defendant no.1 Harbhajan Singh Randawa is present in the court. He produce the copy of power of attorney dated 30.05.2023 given by defendant no.1 Harbhajan Singh Randawa. As per instructions given by defendant no.1, he is ready to execute the sale deed in favour of Gurbaksh Kaur through LR on the basis of agreement to sell dated 17.03.2015, which was executed by defendant no.1 through attorney defendant no.2.

The present suit was filed with prayer for specific performance of agreement sell dated 17.03.2015. Since, defendant no.1 is ready to execute sale deed on the basis of the above said agreement to sell in favour of plaintiff Gurbaksh Kaur through LRs, thereafter no cause of action is left to continue the present suit. Hence, the present suit stands dismissed being infructuous. However, defendant no.1 shall remain bound with the above said statement. Kulwinder Singh through attorney LRs of Gurbaksh Kaur is directed to get executed the sale deed within 6 months. File be consigned to Judicial Record Room, Kapurthala after due compliance.”

During the course of hearing of the instant revision, both the counsels have made rival claims regarding their party being present before the Sub-Registrar for getting the sale deed executed.

Both claim that their respective party is still ready and willing to perform their respective parts in terms of agreement to sell dated 17.03.2015.

In view of aforesaid circumstances, this Court deems it apt to direct the parties to appear before the Sub-Registrar on **07.03.2025** to get the sale deed executed.

Deputy Commissioner, Kapurthala shall make sure that the sale deed is executed on the said date if the parties appears and are ready to perform their part and the documents produced are in accordance with law.

Adjourned to 10.03.2025.



Copy of order be served upon Deputy commissioner,  
Kapurthala.”

- 2. Today, Mr. Namit Gautam has produced copy of the sale deed dated 11.03.2025 executed pursuant thereto.
- 3. In view of above, the present revision petition is disposed off.
- 4. Ordered accordingly.

(PANKAJ JAIN)  
JUDGE

08.04.2025  
Dinesh

|                             |     |
|-----------------------------|-----|
| Whether speaking/reasoned : | Yes |
| Whether Reportable :        | No  |