



124 IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CR No. 5701 of 2025 (O&M)
DATE OF DECISION: 25.08.2025

RANI @ ZAHEERA

.....PETITIONER

Vs.

TARA DEVI

.....RESPONDENT

CORAM: HON'BLE MR. JUSTICE AMARINDER SINGH GREWAL

Present: Mr.Robin Singh Hooda, Advocate,
for the applicant-petitioner.

AMARINDER SINGH GREWAL, J.

CM-16743-CII-2025

Application for exemption is allowed, as prayed for.

CR No. 5701 of 2025 (O&M)

1.. Prayer in the present Civil Revision Petition, filed under Article 227 of the Constitution of India, is for setting aside the impugned order dated 06.08.2025 (Annexure P-13), passed by the learned Civil Judge (Junior Division), Chandigarh in Execution No. 334 of 2024 titled *Tara Devi vs. Rani @ Zaheera*, whereby the execution application was revived to its original number.

2. Brief facts of the case are that the respondent-Tara Devi, wife of late Jaspal, filed a Civil Suit No. 8455 of 2013, instituted on 10.12.2010, against Rani @ Zaheera (the petitioner) wife of late Raju, seeking a declaration to the effect that, apart from being the allottee-in-possession of Dwelling Unit/House No. 3008, Ambedkar Awas Yojna, Sector 56, U.T.,



Chandigarh, allotted to her by the Chandigarh Housing Board vide office letter No. 1267 dated 26.09.1994, she has, since the date of allotment, been regularly depositing the installments with the Chandigarh Housing Board, as and when the same became due. She has also been paying the charges towards electricity and water consumption, both the respective connections having been issued in her name by the competent departments.

2.1 It was further prayed that the respondent be declared to be only a licensee of the petitioner, who had been permitted to use and occupy the aforesaid Dwelling Unit. However, after the petitioner was forcibly dispossessed by the respondent, the latter remained in exclusive use and occupation of the said Dwelling Unit and continues to remain so till date, while also wrongfully stopping payment of electricity and water charges. The petitioner also sought the eviction of the respondent from the Dwelling Unit, along with a relief of damages and other consequential reliefs.

2.2 Notice of the suit was issued to the petitioner-defendant, but she did not appear and was consequently proceeded against *ex parte* vide order dated 16.04.2018. Ultimately, the suit was decreed in favour of the respondent-plaintiff by judgment and decree dated 18.04.2018.

2.3 Subsequently, during the execution proceedings bearing Execution Application No. 4037 of 2018, the Judgment-Debtor, Rani @ Zaheera (petitioner) appeared and made a statement that she had compromised the matter, agreeing to purchase a house/flat in the name of the Decree-Holder, Tara Devi-respondent within a period of six months from 12.05.2022, and that in case of failure to do so, the execution would stand revived. Thereafter, the Decree-Holder, Tara Devi, also appeared and



made a statement that she had read over the aforesaid statement of the Judgment-Debtor, Rani @ Zaheera (petitioner) and, in view of the compromise, she is withdrawing the execution at that stage, with liberty to file afresh if the Judgment-Debtor did not comply with her statement.

2.4 The matter was thereafter placed before the *Lok Adalat* on 14.05.2022, wherein the execution was withdrawn on the basis of the statements already made by the parties on 12.05.2022 (Annexure P-4). Ultimately, the suit was also dismissed as withdrawn on 14.05.2022 (Annexure P-5).

2.5 In the impugned order dated 06.08.2025 (Annexure P-13), the execution application was revived to its original number, while recording the finding that though the Judgment-Debtor (petitioner) had executed a power of attorney in favour of the Decree-Holder (respondent), mere execution of a power of attorney does not transfer title. It was categorically held that the conditional compromise, on the basis of which the execution had been withdrawn, was not satisfied.

3. Learned counsel for the petitioner simply argued that since the matter already stood compromised, and the execution and suit were dismissed as withdrawn by the respondent-plaintiff, the learned lower Court could not have revived the execution, vide order dated 06.08.2025 (Annexure P-13), the order under challenge.

4. I have heard learned counsel for the revisionist-petitioner and perused the paper-book.

5. In view of the order proposed to be passed, notice is not being issued to the respondent-plaintiff as it would delay the proceedings besides



entailing additional expense to the respondent.

6. This Court is unable to accept the contention of the counsel for the petitioner. As discussed above, the compromise between the parties was to the effect that the petitioner-defendant, Rani @ Zaheera, would purchase a house/flat in the name of respondent-plaintiff Tara Devi within a period of six months from 12.05.2022. Consequently, the execution and the suit were withdrawn. However, the mere execution of a power of attorney in favour of the respondent-plaintiff, Tara Devi, could not be treated as compliance with the compromise, as no flat/house was actually purchased in her name. Since the petitioner-defendant, Rani @ Zaheera, failed to honour the compromise and resiled from it, the learned lower Court had no option but to revive the execution application.

7. Thus, this Court finds no merit in the prayer for setting aside the order dated 06.08.2025 (Annexure P-13), passed by the learned Civil Judge (Junior Division), Chandigarh.

8. Finding no illegality in the order dated 06.08.2025 (Annexure P-13), the present Civil Revision Petition, being devoid of merit, is accordingly dismissed.

9. Pending miscellaneous application(s), if any, shall also stand disposed of.

AUGUST 25, 2025
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(AMARINDER SINGH GREWAL)
JUDGE

Whether Speaking	Yes
Whether Reportable	No