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

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Date of Decision: 19.09.2025

SUNRAYS HEIGHTS PRIVATE LIMITED

....Petitioner

Versus

DEVENDRA YADAV AND OTHERS

...Respondents

CORAM: HON'BLE MR. JUSTICE PARMOD GOYAL

Present: Mr. Sunil Kumar, Advocate
for the petitioner.

Mr. Sukhbir Singh Goyal, Advocate
for respondents.

Parmod Goyal, J. (Oral)

Petitioner is aggrieved by order dated 31.07.2025 (Annexure P-2). The dispute between decree holder and judgment debtor is with regards to conditions made in draft conveyance deed which judgment debtor has to execute in favour of decree holder. It is the case of petitioner that decree holder is not signing the requisite formalities i.e. agreement and insisting on draft conveyance deed which decree holder has presented. On the other hand, it is the case of decree holder that judgment debtor is wanting decree holder to sign agreement and to agree to the conditions which were never agreed between the parties and, therefore, those conditions cannot be part of conveyance deed.

2. Parties are bound by allotment letter and builder-buyer agreement and, therefore, it is necessary that conveyance deed has to be made in accordance with allotment letter and builder-buyer agreement. Neither judgment debtor nor decree holder can insist upon new conditions in

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draft conveyance deed. The matter is sent back to learned executing Court. The decree holder shall furnish draft conveyance deed in accordance with allotment letter and builder-buyer agreement duly executed by both the parties. Accordingly, the executing Court shall finalize the draft after looking into the matter and by ensuring that no new condition either on behalf of decree holder or on behalf of builder is incorporated in the conveyance deed.

3. The present revision is disposed of accordingly.

19.09.2025

chiranjeev

**(PARMOD GOYAL)
JUDGE**

Whether Speaking/Reasoned	:	Yes/No
Whether Reportable	:	Yes/No