



CR-8751-2025

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

CR-8751-2025 (O&M)

Reserved on : 29.11.2025

Pronounced on : 08.12.2025

Davinder Singh

...Petitioner

Versus

Uttam Singh and another

...Respondents

CORAM: HON'BLE MS. JUSTICE HARPREET KAUR JEEWAN

Present: Mr. Navmohit Singh, Advocate,
for the petitioner.

HARPREET KAUR JEEWAN, J.

1. Prayer in the present Revision Petition filed under Article 227 of the Constitution, *inter alia*, is for setting aside the order dated 09.10.2024 (Annexure P-3), passed by the Additional Civil Judge (Sr. Division), Kaithal, whereby the objections filed by the petitioner were dismissed.

2. As per the brief facts on record, the respondent-plaintiff/decreed holder filed a suit for possession by way of specific performance of agreement to sell. The said suit was partly decreed and the petitioner-defendant was ordered to return the money along with interest. The petitioner-defendant-Judgment Debtor (JD) preferred an appeal against the said judgment and decree dated 25.01.2016, which was rejected vide order dated 09.10.2019. The decree holder preferred an execution petition, wherein the petitioner-JD filed objection petition (Annexure P-2) contending that the petitioner-JD is a very poor person; his two daughters are studying; and his wife is bed-ridden. He does not hold any immovable property. His old-aged parents are also dependent upon the petitioner. The said objections were dismissed by



CR-8751-2025

the Executing Court by passing the impugned order with the following observations:-

“5. Through these objections, the objector has sought dismissal of execution petition on the ground that he has no means to pay the decretal amount. Admittedly, suit for possession by way of specific performance of agreement to sell dated 29.09.2011 was filed by the plaintiff/decreed-holder, which was partly decreed with costs against JD No.2 only by the court of Sh. Sumit Garg, the then learned Addl. Civil Judge (Senior Division), Jagadhri vide judgment and decree dated 25.01.2016 with direction to JD No.2 to pay amount in sum of Rs.5,54,000/- along with interest at the rate of 9% per annum from the date of filing of the suit till actual payment thereof, but JD No.2 has not made single penny to the decree-holder. JD No.2 has alleged himself to be poor person and having no movable and immovable property in his name and prayed for waiving off the decretal amount, but the objections raised by the JD is not sustainable as there is a decree dated 25.01.2016 against him and he can not escape from the payment of decretal amount.”

3. After the dismissal of the aforesaid objections filed by the petitioner, notice was issued to the petitioner-JD as to why he should not be sent to jail. The petitioner-defendant did not file any written reply, but verbally made submissions, which were recorded and considered by the Executing Court while passing the order dated 30.09.2025.

4. Learned counsel for the petitioner contends that since the petitioner does not have any means to pay, as such sending him to jail would not serve any purpose. Even the petitioner is suffering from various medical ailments.

5. During the course of hearing, learned counsel for the petitioner submitted a copy of the judgment and decree dated 25.01.2016, passed by the trial Court-Addl. Civil Judge (Senior Division), Yamuna Nagar at Jagadhri, which is taken on record.



CR-8751-2025

6. I have considered the aforesaid submissions and perused the paper-book.

7. The Executing Court had issued warrants of arrest against the petitioner for non-compliance of the money decree after issuing proper notice and hearing the petitioner-JD. While passing the said order, the following observations were recorded:-

“4. The present execution petition has been filed by the decree-holder for executing money decree dated 25.01.2016 passed against JD No.2. The objections filed by JD No.2 has already been dismissed by this court vide order dated 09.10.2024. There is outstanding amount of Rs.5,54,000/- against JD No.2 but he has not paid even a single penny. However, JD has placed on record medical record of surgery of Fistulectomy done under SA on 20.03.2025 and was under treatment, but he has neither submitted any bills, nor placed on record his property statement, etc. For his treatment he has approached to the private hospital instead of government hospital, where the expenses of treatment are on higher side. He has not called any person on his behalf, who can state in the court that he being relative or friend known to the JD and JD is unable to make payment of decretal amount. Merely relying upon the authorities will not aid to the JD when he has not placed on record any bill of payment of medical expenses or any other document that he is not in condition to pay the decretal amount.”

8. A perusal of the Civil Court decree reveals that the respondent had filed suit for specific performance of agreement to sell dated 29.09.2011, executed by the petitioner as alleged attorney of his father-Gian Singh, owner of the house in question for a total sale consideration of Rs.5,54,000/-. Both the father and the son who were defendants in the civil suit, filed a joint written statement admitting the ownership of the property as that of the father, however, took a plea that the petitioner-son was no longer the General Power of Attorney (GPA) holder of the father since the GPA stood cancelled vide



CR-8751-2025

registered cancellation deed dated 01.09.2011, i.e. prior to the execution of the agreement to sell dated 29.09.2011. It is also noticed that the agreement to sell executed by the petitioner was attested by the Notary Public on 04.10.2011, as pleaded by the petitioner in his suit. As such, the suit was allowed, and the defendants were directed to refund the amount along with interest. The trial Court observed that the General Power of Attorney executed by the father of petitioner stood already cancelled at the time when agreement to sell was executed, as such, the decree for recovery was passed and the relief for specific performance was not granted.

9. No doubt, the petitioner has alleged that he is suffering from medical ailments and he has no money to satisfy the decree, however, considering the fact that the petitioner has misrepresented the decree-holder and took money by executing an agreement to sell on the basis of a GPA, which already stood cancelled by the executant who is not an alien, but father of the petitioner; in such circumstances, the equity is not in favour of the petitioner and no interference is called for in the impugned order passed by the Executing Court.

10. As such, present petition has no merits and is accordingly dismissed.

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

08.12.2025
atulsethi

[HARPREET KAUR JEEWAN]
JUDGE

Whether speaking / reasoned :

Yes

No

Whether Reportable :

Yes

No