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

**CR-1918-2017 (O&M)**

**Date of Decision : 22.01.2026**

Vijay Ahuja

... Petitioner

Versus

Pokhar Mal Gupta (deceased) through LRs &amp; Ors

... Respondents

**CORAM : HON'BLE MRS. JUSTICE ALKA SARIN**

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

Mr. Surinder Gaur, Advocate  
for respondent Nos.1(1) to 1(g) and 2 to 4.

**ALKA SARIN, J. (Oral)**

1. The present revision petition has been filed challenging the order dated 08.02.2017 (Annexure P-6) passed by the Executing Court holding that all were jointly liable and that other JDs were at liberty to settle *inter se*, once the amount had been paid to the DH-respondent Nos.1 to 4 and the JDs cannot be separated by paying some share as the decree had to be satisfied in entirety.

2. Briefly the facts relevant to the present *lis* are that a summary suit was filed under Order 37 CPC for recovery of ₹1,14,000/- along with future interest against four defendants (respondent Nos.5 to 7 and the petitioner herein). The suit was decreed with costs vide judgment and decree dated 28.07.2014 directing the defendants to pay the suit amount alongwith simple interest @ 10% per annum from the date of institution of the suit till realization. An execution petition was filed by the DH-respondent Nos.1 to 4 herein in which JD Nos.1 and 2, who are respondent Nos.5 and 6 herein, filed

their objections and argued that the DH-respondent Nos.1 to 4 had no right to recover the amount as the receipts were signed by defendant No.3-Vijay Ahuja (petitioner herein) and defendant No.4-Gulshan Kumar Dhall (respondent No.7 herein). The petitioner herein, who was JD No.3, stated that the judgment was in contravention of the provisions of CPC as no opportunity of defending the suit was granted and 10% simple interest was punitive. The objections were dismissed vide order dated 21.09.2016. Aggrieved by the same, the petitioner herein preferred CR-7705-2016, which was disposed off vide order dated 16.11.2016. While disposing off the said revision petition, the following order was passed :

*“I have heard learned counsel for the petitioner/defendant No.3/judgment debtor and appraised the paper book and of the view that the order declining the objection petition is perfectly legal and justified as the Executing Court cannot go behind the decree which has attained finality, in view of the fact that there is no challenge to the same. However, in case decree do not envisage the recovery of amount from the defendants in the manner and mode as submitted by Mr. Khurana, i.e., jointly and severally, it will be seen at an appropriate stage. In fact, it is simpliciter decree along with simple interest @ 10% per annum.*

*The petitioner, if so advised shall be at liberty to move an appropriate application before the Executing Court for discharging his liability but not in the manner and mode as indicated above.*

*With the aforementioned observations, the impugned order is upheld and the revision petition stands dismissed.”*

The petitioner herein filed an application before the Executing Court for

payment of proportionate amount which has been dismissed by vide the impugned order dated 08.02.2017. Hence, the present revision petition.

3. Learned counsel for the petitioner would contend that he was permitted by this Court to file the application and since the judgment and decree did not specify any share, the application ought to have been entertained by the Executing Court and the share ought to have been determined.

4. *Per contra*, learned counsel for respondent Nos.1 to 4 has relied upon the judgment of this Court in the case of **The Bhathinda Central Co-operative Bank Ltd. vs. The State of Punjab & Ors. [2003(2) RCR (Civil) 730]** to contend that if the liability is joint and several, the amount can be recovered from either of the parties and the recovery of the amount by the JD, who pays the amount, would be an *inter se* dispute. However, the decree-holder would always at liberty to recover the amount from any of the persons who have been held jointly and severally responsible.

5. Heard.

6. In the present case the suit was decreed against all the defendants therein. The judgment and decree dated 28.07.2014 did not specify any share meaning thereby that they were jointly and severally directed to pay the amount. The decree-holder would be at liberty to recover the amount from all or any of the judgement debtors and in case the other JDs are not coming forward, the JD who pays the amount to the decree-holder is always at liberty to avail his remedies as available in law for recovering the amount. This Court in the case of **The Bhathinda Central Co-operative Bank Ltd.** (supra) has held as under :

*“Learned counsel for the petitioner has contended that the*

*award had been passed and had become final and though 50% of the amount awarded had been paid by the heirs of Bagga Ram, the remaining still remains to be paid, and merely because the award was against two persons, Ashok Kumar son of Ved Raj and Ashok Kumar son of Bagga Ram, it did not mean that only 50% of the amount could be recovered from Ashok Kumar son of Bagga Ram. He submitted that the liability was joint and several and the award could be execute even against one of the two. Finding force in this contention, I am of the view that the impugned order dated 9.5.2000 is illegal and unsustainable as the whole of the award could be executed against either of the judgment debtors.”*

7. In view of the above, no fault can be found with the impugned order dated 08.02.2017 passed by the Executing Court. The present revision petition, being devoid of any merit, is accordingly dismissed. Pending applications, if any, also stand disposed off.

22.01.2026  
Yogesh Sharma

( ALKA SARIN )  
JUDGE

NOTE: Whether speaking/non-speaking: Speaking  
Whether reportable: YES/NO