



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

219-U

ESA No.22 of 2026 (O&M)
Date of Decision:18.03.2026

SUKHBIR AND OTHERS

.....Appellants

Vs

RAJESH KADYAN AND ANOTHER

....Respondents

CORAM: *HON'BLE MR. JUSTICE HARKESH MANUJA*

Present: Ms. Divya Menon, Advocate
for the appellants.

HARKESH MANUJA, J.

[1]. By way of present Execution Second Appeal, challenge has been laid to the orders dated 27.02.2026 and 12.03.2026 passed by the learned Civil Judge (Senior Division), Panipat and the learned Additional District Judge, Panipat, respectively whereby the 3rd party objections preferred at the instance of appellants were dismissed.

[2]. Briefly stating, based on agreement to sell dated 10.05.2016, respondent No.1 filed a suit for possession by way of specific performance qua the subject property against his vendor/respondent No.2, who owned the property in question, based on a registered relinquishment deed dated 28.10.2014 executed by his father. The aforementioned suit was filed by respondent No.1-decree holder against respondent No.2 on 05.07.2017 and the same was allowed in his favour vide judgment and decree dated 29.01.2025 by the learned Civil Judge (Senior Division) Panipat. The operative part thereof is extracted hereunder:-

“18. As a sequel to my above discussion findings, suit of plaintiff succeeds and is hereby decreed with costs. Decree for possession by way of specific performance on the basis of agreement to sell dated 10.05.2016



executed by defendant in favour of plaintiff in respect of the constructed house fully detailed in the headnote of the plaint is passed in favour of plaintiff and against defendant. Defendant is directed to get affected the sale deed qua the suit property in favour of plaintiff within a period of three month from passing of the decree failing which plaintiff is at liberty to get the sale deed executed with the intervention of the Court. Further, a decree for permanent injunction Is also passed in favour of plaintiff whereby the defendant is restrained from alienating, mortgaging or creating any charge over the suit property and selling the suit property to anyone except plaintiff. Decree sheet be prepared accordingly and file be consigned to record room after due compliance.

Announced in open court.

Dated:29.01.2025

(Yachana)

Civil Judge (Sr. Divn.)

Panipat, UID No.HR0335

*Note: All **sixteen (16)** pages of this judgment have been checked & signed by me.*

(Yachana)

Civil Judge (Sr. Divn.)

Panipat, UID No.HR0335”

Balvir Singh, Stenographer-II

[3]. Based thereupon, respondent No.1 preferred execution application No.916 of 2025 titled ‘*Rajesh Kadyan Vs. Kuldeep*’. Soon thereafter, the appellants herein while claiming themselves to be the 3rd party to the judgment and decree dated 29.01.2025 passed in favour of respondent No.1, filed objections *inter alia* on the grounds that respondent No.2 was not the exclusive owner of the suit property in question at the time of passing of judgment and decree dated 29.01.2025.

[3.1]. It was pleaded that the registered relinquishment deed dated 28.10.2014 by Dei Chand (father of plaintiffs and defendant) was assailed in Civil Suit No.555 of 2017 dated 30.05.2017 with a prayer that the same along with the consequential mutation be declared illegal, null and void. The said suit was disposed of based on the compromise between the parties before the learned



ESA No.22 of 2026 (O&M)

Presiding Officer, Daily Lok Adalat, Panipat. The suit was decreed, resultantly, the relinquishment deed dated 28.10.2014 and the mutation based thereupon were cancelled. The operative part of the order dated 21.07.2017 passed by the Daily Lok Adalat, Panipat is extracted hereunder:-

“Present: Plaintiffs in person assisted by Sh-Jogvinder Malik, Advocate.

Defendant in person assisted by Sh. Mohan Singh, Advocate.

Order dated 21.07.2017

On joint request, file taken up in Daily Lok Adalat. Plaintiffs and the defendant are brothers. Plaintiffs filed the present suit challenging the alienation of ancestral property by their father Sh. Dei Chand in favor of his son defendant Kuldeep ignoring the existing rights of his other three sons i.e. the plaintiffs. The relinquishment deed bearing No. 6159 dated 28.10.2014 registered with the office of Sub-Registrar, Panipat in favor of defendant is challenged.

*Statement of the defendant recorded wherein he admitted the claim of his brothers Sukhbir, Pardeep and Hardeep. The defendant stated that he has no objection if the relinquishment deed bearing No. 6159 dated 28.10.2014 is canceled. On the basis of the compromise, the suit is disposed of by this award of Daily Lok Adalat. **Relinquishment deed bearing No. 6159 dated 28.10.2014 and its mutation is canceled.***

Copy of the order be sent to the Sub-Registrar, Panipat for making note on the copy of the instrument contained in his books the fact of its cancellation in terms of Section 31 of the Specific Relief Act, 1963.

Sd/-

VIKRANT
*CJ(JD)Presiding Officer,
Daily Lok Adalat, Panipat
21.07.2017”*

[3.2]. It was submitted that in the suit for possession by way of specific performance, respondent No.1/decreed holder did not prove his readiness and willingness to perform his part of agreement to sell dated 10.05.2016, as such, the judgment and decree dated 29.01.2025 passed in favour of respondent No.1 be set aside.



[4]. The aforesaid objections raised by the appellants were contested by respondent No.1. The learned Executing Court vide order dated 27.02.2026 dismissed those objections. Aggrieved thereof, the First Appeal was filed, which was also dismissed vide order dated 12.03.2026 passed by the learned Additional District Judge, Panipat-cum-First Appellate Court.

[5]. Impugning the aforesaid orders passed by the learned Courts below, learned counsel for the appellants submits that in terms of the well settled principles of law, 3rd party objections could not have been dismissed summarily as the learned Courts below ought to have framed specific issues with respect to the merits of objections raised by the appellants, thus the impugned orders were liable to be set aside.

[5.1]. Learned counsel also submits that the order passed by the learned First Appellate Court was wholly non-speaking, lacking any judicial reasoning and unsustainable in law, as such the present appeal was to be allowed by setting aside the impugned order(s).

[6]. I have heard learned counsel for the appellants and gone through the paper book. I am unable to find substance in the submissions made on behalf of the appellants.

[7]. In the present case, the suit property was relinquished by the deceased father in favour of one of his sons i.e. respondent No.2 vide registered relinquishment deed bearing No.6159 dated 28.10.2014 which was followed by entry of mutation based thereupon. In terms thereof, respondent No.2 while claiming himself to be the exclusive owner in possession of the suit property entered into an agreement to sell dated 10.05.2016 with respondent No.1. Based on the said agreement to sell, respondent No.1 filed suit for possession by way of



specific performance as well as for permanent injunction. As reflected from the records, the suit was filed on 05.07.2017 and the same was decreed in favour of respondent No.1 on 29.01.2025. However, in the meanwhile, other legal heirs of deceased Dei Chand preferred a suit for declaration against respondent No.2, assailing the validity of the relinquishment deed, wherein both the parties entered into a settlement and by virtue thereof, the relinquishment deed dated 28.10.2014 and the mutation based thereupon were set aside by the learned Presiding Officer, Daily Lok Adalat, Panipat. For convenience, relevant dates and events in the tabulated form are extracted hereunder:

28.10.2014	Relinquishment deed was executed by deceased Dei Chand (father of plaintiffs and defendant) in favour of respondent No.2.
10.05.2016	Respondent No.2 (vendor) entered into an agreement to sell with respondent No.1 (vendee/purchaser)
30.05.2017	Suit for declaration filed by the appellants/objectors against respondent No.2 (vendor) praying for setting aside of relinquishment deed dated 28.10.2014.
05/06.07.2017	Suit for specific performance and possession filed by respondent No.1 (vendee) against respondent No.2 (vendor).
21.07.2017	Suit for declaration filed by the appellants/objectors decreed based on consent given by respondent No.2 (vendee).
29.01.2025	Suit for specific performance filed by respondent No.1 (vendee) decreed against respondent No.2 (vendor).

[8]. Apparently and evidently, the appellants and respondent No.2 acted in collusion with each other for getting the relinquishment deed dated 28.10.2014 to be declared as illegal, null and void in order to defeat the rights of respondent No.1/decreed holder. Pertinently, in the suit preferred by the appellants, respondent No.1-decreed-holder was impleaded as party and the proceedings were carried behind his back and without even informing him about the same.



[9]. In the given facts, wherein the appellants/objectors and respondent No.2 were closely related to each other being family members, no further evidence was required for the purpose of recording any finding *qua* their collusive behavior as the same was evident and obvious on the face of it. Furthermore, the collusion between the appellants/objectors and respondent No.2 can be drawn even from their patent and latent conduct; they having got the relinquishment deed dated 28.10.2014 being declared, illegal, null and void merely by offering their consent before the Daily Lok Adalat and that too in the absence of the decree-holder. More than that, a suit for declaration was filed by the appellants/objectors against respondent No.1 only after the filing of suit for possession by way of specific performance by respondent No.1 (vendee) against respondent No.2 (vendor).

[10]. In such circumstances, the appellants being hand in glove with respondent No.2 deserved no detailed trial to their cause by the learned Courts below, especially by way of 3rd party objections in the execution application preferred by respondent No.1, who was, infact, being defrauded by the appellants and the judgment debtor. Accordingly, the 3rd party objections so raised by the appellants being frivolous, there was no need of framing issues in this regard.

[11]. Further, no merit can be found in the submission made on behalf of the appellants that respondent No.1/deGREE holder was not able to prove his readiness and willingness to perform his part of agreement to sell in question before the learned Trial Court. No such plea can be permitted to be re-agitated by the appellants/3rd party objectors, at this stage, as the same stands determined in favour of respondent No.1/deGREE holder by the learned Trial Court at the time of passing of judgment and decree dated 29.01.2025 in his favour.



[12]. In view of discussion made hereinabove, the findings recorded by the learned Courts below being based on proper appreciation of pleadings and the material available on record, there being no illegality or perversity with the impugned orders, no interference is called for. Consequently, the present Execution Second Appeal, is hereby dismissed.

[13]. Pending application(s), if any shall also stand disposed of.

March 18, 2026
Atik

(HARKESH MANUJA)
JUDGE

Whether speaking/reasoned	Yes/No
Whether reportable	Yes/No