

2026:PHHC:050719



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

CR-2655-2026 (O&M)

Date of Decision: 02.04.2026

HARISH KUMAR AND ANOTHER

....Petitioners

Versus

KULBIR SINGH KUMERIA AND ANOTHER

...Respondents

CORAM: HON'BLE MR. JUSTICE PARMOD GOYAL

Present: Mr. Nitin Sachdeva, Advocate
for the petitioners.

Mr. Sanjeev Kumar Bawa, Advocate
for respondents.

PARMOD GOYAL, J. (ORAL)

Present civil revision petition has been preferred by petitioners/judgment debtors under Article 227 of the Constitution of India being aggrieved by impugned order dated 10.03.2026 (Annexure P-16) vide which application under Order XLI Rule 5 CPC for interim injunction during pendency of appeal and Order XXXIX Rules 1 and 2 CPC read with Section 151 CPC was dismissed by learned Additional District Judge, Kapurthala, which happens to be First Appellate Court.

2. It is the case of petitioners/defendants that their appeal is pending consideration with learned First Appellate Court and in case judgment and decree for specific performance dated 29.08.2025 (Annexure P-3) is allowed to be executed, his appeal would be rendered infructuous. It is also asserted that impugned judgment passed by Court of first instance is

liable to be set aside, as it has not been passed as per conditions laid down in agreement to sell which as per petitioners/defendants was obtained by misrepresentation and forgery. It is asserted that as per agreement respondents/plaintiffs were bound to transfer 7 marla plot in favour of petitioners/defendants, however, learned Court of first instance while passing decree for specific performance has not directed transfer of 7 marlas plot in favour of petitioners/defendants as stipulated in agreement to sell relied upon by respondents/plaintiffs.

3. Learned counsel for respondents/plaintiffs on the other hand submits that respondents/plaintiffs have never shied away from adhering to the conditions stated in agreement to sell and had accordingly, preferred an application before Executing Court for transfer of 7 marlas plot as per agreement or in alternative receive amount of Rs.11,50,000/- which was balance consideration amount. He submits that omission by Court of first instance regarding transfer of 7 marlas plot as per agreement to sell is typographical mistake and respondents/plaintiffs have already moved Court to get the same corrected and are ready to transfer 7 marlas plot, and their application for producing draft sale deed regarding 7 marlas plot is pending adjudication before the Executing Court for 10.04.2026. He further submits that he has also moved an application to deposit balance consideration of Rs.11,50,000/- / Rs.1,50,000/- over and above the transfer of 7 marlas plot in favour of petitioners/judgment debtors.

4. Learned First Appellate Court while dismissing the application of petitioners/defendants vide impugned order dated 10.03.2026 had concluded that *prima facie* judgment of Court of first instance is a valid judgment as respondents/plaintiffs have succeeded in proving due execution

of agreement to sell and payment of earnest money, whereas petitioners/defendants have failed to prove case set up by them in their written statement.

5. Keeping in view the totality of circumstances, especially the fact that first appeal is still pending before Appellate Court it would be appropriate to direct parties to seek correction of impugned judgment from Court of first instance regarding 7 marlas plot and then execute sale deed as per agreement to sell as per clarification so given by Court of first instance. However, possession of 7 marlas plot as well as house for which specific performance is being sought shall continue to vest in respective parties till the final decision of appeal.

6. The Court of first instance on application preferred by respondents/plaintiffs or petitioners/defendants for clarification/correction of judgment shall decide the same within a period of three months. Learned Appellate Court shall also decide the appeal within a period of one year from today. Revision petition is accordingly disposed of in above terms.

7. Pending application(s), if any, is/are disposed of accordingly.

02.04.2026
chiranjeev

(PARMOD GOYAL)
JUDGE

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