



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

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CR-3576-2024 (O&M)
Date of Decision: 29.04.2026

Hardeep Singh

...Petitioner

V/s

Daljit Bahia and others

...Respondents

CORAM : HON'BLE MR. JUSTICE VIKRAM AGGARWAL

Present: Mr. Gaurav, Advocate and
Mr. Sanjiv Goyal, Advocate, for the petitioner.

Mr. Sapan Dhir, Advocate and
Mr. Jitender Ratta, Advocate, for respondents No.1 and 2.

Mr. Rohit Chandel, Advocate and
Mr. Anil Kumar Chauhan, Advocate, for respondent No.3.

VIKRAM AGGARWAL, J (ORAL)

The instant petition, preferred under Article 227 of the Constitution of India, assails the order dated 29.05.2024 (Annexure P-1) passed by the Court of Civil Judge (Sr. Divn.), Rupnagar, vide which the warrants of possession qua land measuring 46 kanals 7 marlas were issued and objections raised against the same were dismissed.

2. The facts, as emanating from the revision petition are that a suit for declaration was filed by the respondents/plaintiffs/decreed-holders (Daljit Singh and others) (hereinafter referred to as “the respondents/decreed-holders”) against one M/s Ambuja Cements Limited and the petitioner/defendant No.2/judgment-debtor (hereinafter referred to as “the petitioner-judgment debtor”).

3. The said suit was decreed vide judgment and decree dated 05.10.2019 (Annexures P-2 & P-2A respectively) passed by the Court of Civil Judge (Sr. Divn.), Rupnagar;

“28. In view of the discussion above, the suit of plaintiff is Decreed with Costs to the effect that sale deed dated 11.06.2010 Ex.PW1/5 registered vide registration No.781 to the land measuring 92 kanal 15 marla, sale deed dated 11.06.2010 (Ex.PW1/7), registered vide registration No.782 to the land measuring 46 kanal 7 marla, sale deed dated 10.02.2011 (Ex.PW1/8) registered vide registration No.3521 to the land measuring 6 kanal 17 marla & sale deed dated 06.04.2011 (Ex.PW1/9) registered vide registration No.42 to the land measuring 6 kanal 17 marla are illegal and void and same are hereby set aside. Further, defendants are hereby restrained permanently not to alienate the suit property in any manner and defendants are hereby directed to handover the possession of suit property within three months from the date of receipt of copy of this judgment & decree and in case of failure, plaintiffs are entitled to get the possession of property in question through the process of law. It is made clear that a decree shall be conditional decree and it shall remain subject to condition of deposit/payment of remaining Court fee by the plaintiffs which is deficient as per relief within three months from the date of receipt of copy of this judgment & decree and in case the Court fee is not submitted accordingly within three months from the date of receipt of copy of this judgment & decree, then the present suit shall be deemed to have been dismissed through the present judgment & decree. Conditional Decree Sheet be prepared accordingly and file be consigned to the record room, Rupnagar.”

4. Upon deposit/payment of Court fee as ordered by way of the conditional decree, decree (Annexure P-3) dated 18.01.2020 was passed.

5. An appeal was preferred against the said decree by the petitioner/judgment-debtor, which was dismissed by the first appellate Court on 09.12.2021 for not affixing the ad valorem Court fee. This decision dated 09.12.2021 was assailed by way of CR-5366-2023, which too was dismissed on 24.09.2025.

6. In the meantime, the respondents/decreed-holders filed an execution petition (Annexure P-7) in which, they sought issuance of warrants

of possession of land measuring 46 kanals 7 marlas (fully described in the execution petition).

7. Reply/objections (Annexure P-8) were instituted by the petitioner/judgment-debtor. It was claimed that a conditional decree could not be executed. It was further claimed that the possession of specific khasra numbers could not be claimed. It was also stated that the judgment-debtors were in adverse possession of the suit land. Dismissal of the execution petition was thus, prayed for.

8. The objections were opposed by way of a reply (Annexure P-9).

9. By way of the impugned order dated 29.05.2024 (Annexure P-1) passed by the Court of Civil Judge (Sr. Divn.), Rupnagar, the objections were dismissed leading to the filing of the present revision petition.

10. I have heard learned counsel for the parties.

11. Learned counsel for the petitioner/judgment-debtor has submitted that the decree dated 05.10.2019 was a conditional decree and final decree was passed on 18.01.2020. It has been argued that execution of the conditional decree could not have been sought.

11.1 It has further been submitted that possession of specific khasra numbers could not have been sought and warrants of possession for land comprised in specific khasra numbers could not have been issued since the suit was only regarding the share of the joint land. Learned counsel for the petitioner has referred to the plaint, the conditional decree, the final decree and the execution petition and has submitted that warrants of possession qua land comprised in specific khasra numbers could not have been issued.

12. *Per contra*, learned counsel for the respondents/decreed-holders has submitted that there is no illegality in the impugned order. It has been argued that the decree is always drawn on the date of the judgment and the final decree was just a formal expression after payment of Court fee. It has

been submitted that the claim of the respondents/deed-holders cannot be rejected on such technicalities.

12.1 It has further been argued that in so far as possession of land comprised in specific khasra numbers is concerned, once the sale deed had been set aside and a direction had been issued to the petitioner/judgment-debtor to hand over possession of the land referred to in the sale deed, it does not lie in the mouth of the petitioner/judgment-debtor to contend that possession of specific khasra numbers cannot be given. Learned counsel submits that under the circumstances, there is no illegality in the impugned order warranting interference in revisional jurisdiction.

13. I have considered the submissions made by learned counsel for the parties.

14. Though the plaint has not been annexed, the heading of the judgment and decree dated 05.10.2019 is in fact the heading of the plaint which reads as under:-

“Suit for declaration to the effect that sale deed dated 11.06.2010, registered vide registration No.781 in the office of Sub-Registrar, Rupnagar pertaining to the land measuring 92 kanal 15 marla (2/5 share) in the land bearing khewat No.63, khatauni No.71, in the jamabandi for the year 2007-2008, bearing khasra No.55//23(8-0), 56// 6(3-0) , 7(5-2) 8(1-16), 13(3-4), 14(8-0), 15(8-0), 16(8-0), 17(8-0), 57//1(2-12) , 2(8-0), 3/1(5-0), 6/2(6-16), 7(8 - 0), 8(8-0), 9(8-0), 10(3-10), 11(8-0), 12(8-0), 13(8-0), 14(8-0), 15/2(6-16), 16/2(6-16), 17(8-0), 18(8-0), 19(8-0), 20(8-0), 58//11 (8-0), 12(8-0), 13/1(4-2), 18/3 (3-16), 19(8-0), 20(8-0), wrong, illegal, null & void and is the result of fraud, non-est and is not binding on the rights of plaintiffs and the same is liable to be set aside and cancelled and further suit for declaration that the sale deed dated 11.06.2010, registered vide registration No.782 in the office of Sub-Registrar, Rupnagar pertaining to the land measuring 46 kanal 7 marla (1/5 share) in the land bearing khewat No.63, khatauni No.71, khasra No. (as above) is wrong, illegal, null & void and is the result of fraud, non-est and is not binding on the rights of plaintiffs and the same is liable to be set aside and cancelled and further suit for declaration to the effect that the sale deed dated 10.02.2011, registered vide registration No.3521, in the office of Sub-Registrar, Rupnagar pertaining to the land measuring 6 kanal 17

marlas (3/5 share) in khewat No.8, khatauni No.8, khasra No.55//21 (2-12), 22(8-0) is wrong, illegal, null & void and is the result of fraud, non-est and is not binding on the rights of the plaintiffs and the same is liable to be set aside and cancelled and further suit for declaration to the effect that the sale deed 06.04.2011, registered vide registration No.42 in the office of Sub-Registrar, Rupnagar pertaining to the land measuring 6 kanal 17 marla in land bearing khewat No.8 khatauni No.8, khasra No.55//21(2-12), 22(8-0) is wrong, illegal, null & void and is the result of fraud, non-est and is not binding on the rights of plaintiffs and the same is liable to be set aside and cancelled and further suit for possession regarding the land measuring 92 kanal 15 marla of land pertaining to sale deed No.781 dated 11.06.2010 and the land measuring 46 kanal 7 marla pertaining to the sale deed No.782 dated 11.06.2010 and suit for possession of the land measuring 6 kanal 7 marla pertaining to sale deed No.3521 dated 10.02.2011 and sale deed No.42 dated 06.04.2011 bearing khasra of the land fully mentioned above with consequential relief for permanent injunction restraining the defendants, their agents, representatives, employees, assignee, successors etc from dealing with, alienating, creating any 3rd party interest, selling or transferring the suit land in any manner.”

15. The sale deed in question is sale deed dated 11.06.2010 registered vide registration No.782 pertaining to land measuring 46 kanals 7 marlas (1/5th share) in the land bearing Khewat No.63, Khatuni No.71, khasra No. No.55//23(8-0), 56//6(3-0) , 7(5-2), 8(1-16), 13(3-4), 14(8-0), 15(8-0), 16(8-0), 17(8-0), 57//1(2-12) , 2(8-0), 3/1(5-0), 6/2(6-16), 7(8-0), 8(8-0), 9(8-0), 10(3-10), 11(8-0), 12(8-0), 13(8-0), 14(8-0), 15/2(6-16), 16/2(6-16), 17(8-0), 18(8-0), 19(8-0), 20(8-0), 58//11(8-0), 11(8-0), 12(8-0) , 13/1(4-2), 18/3(3-16), 19(8-0), 20 (8-0).

16. Vide judgment and decree dated 05.10.2019, the sale deed was set aside and the respondents/decreed-holders were entitled to get possession of the property in question through the process of law.

17. The respondents/decreed-holders instituted the execution petition seeking issuance of warrants of possession with respect to agricultural land measuring 46 kanals 7 marlas and the description of the land was also given;

“Warrant of possession be issued with respect to agricultural land admeasuring 46 kanals 7 marlas forming subject matter of sale deed Vasika No.782 dated 11.06.2010 comprised in Khewat Khatauni No.63/70, Killa No.58/8(7-4), 11(8-0), 12(8-0), 13/1/ (4-2), 18/3 (3-16), 19(8-0), 20(8-0), being 1/5th share of 231 kanal 18 marlas in the land bearing Khata No.63 Khatauni No.71 in the Jamabandi of Village Nuhon for the year 2007-08 bearing Khasra No.55//23 (8-0), 56//6(3-0), 7(5-2), 8 (1-16), 13(3-4), 14 (8-0), 15 (8-0), 16 (8-0), 17 (8-0), 57//1 (2-12), 2 (8-0), 3/1 (5-0), 6/2 (6-16), 7 (8-0), 8 (8-0), 9 (8-0), 10 (3-10), 11 (8-0), 12(8-0), 13(8-0), 14(8-0), 15/2 (6-16), 16/2 (6-16), 17 (8-0), 18(8-0), 19 (8-0), 20(8-0), 58/8 (7-4), 11 (8-0), 12(8-0), 13/1 (4-2), 18/3 (3-16), 19 (8-0), 20 (8-0), and possession of the said land be handed over to the decree-holder.”

18. The argument of learned counsel for the petitioner that a conditional decree could not have been executed is devoid of merit. The conditional decree was conditional only on account of non-payment of Court fee and was not a preliminary decree. Under the circumstances, there was no bar in filing an execution petition qua the decree dated 05.10.2019.

19. The argument that no warrants of possession could have been issued qua land measuring 46 kanals 7 marlas is also devoid of merit. The decree categorically directed the petitioner/judgment-debtor to hand over possession of land measuring 46 kanals 7 marlas to the respondents/decreed-holders within a period of three months, the sale deed having been set aside. Once that was not done, the executing Court did not commit any illegality by issuing warrants of possession qua the said property.

20. In any case, the judgment-debtor is nobody to raise such an objection. Once the sale deed executed in favour of the petitioner/judgment-debtor has been set aside and the appeal has also been dismissed, the objection being raised by the petitioner/judgment-debtor is clearly delaying the execution of the decree.

21. The executing Court would, based upon the report of warrants of possession take a call as to whether the warrants of possession can be executed or not. Any third party objection would also be dealt in accordance

with law. As stated, the petitioner/judgment-debtor would not have any right to oppose the issuance of warrants of possession when it has been ordered to be issued with respect to land measuring 46 kanals 7 marlas, which was the subject matter of the sale deed dated 11.06.2010 which had been set aside.

22. Consequently, the instant revision petition is devoid of merit and is accordingly dismissed.

Pending application(s), if any, stand(s) disposed of accordingly.

(VIKRAM AGGARWAL)
JUDGE

April 29, 2026
vcgarg

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