



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

**CR No. 4691 of 2026 (O&M)
DATE OF DECISION: 29.05.2026**

MOHD. HALIM

.....PETITIONER

Vs.

MUSSADIK HASSAN

.....RESPONDENT

CORAM: HON'BLE MR. JUSTICE AMARINDER SINGH GREWAL

Present: Mr.Ghulam Nabi Maik, Advocate,
for the petitioner.

AMARINDER SINGH GREWAL, J.

1. Prayer in the present Civil Revision Petition filed under Article 227 of the Constitution of India is for setting aside the impugned order dated 09.12.2025 passed by the learned Civil Judge (Junior Division), Malerkotla, in Civil Suit No. 39 of 01.07.2015 titled as '*Mohd. Halim vs. Mussadik Hasan*', whereby the application moved by the petitioner/decreed holder for enlargement of time to deposit the balance sale consideration has been dismissed.

2. Brief facts of the case are that the petitioner Mohd. Halim, son of Immadin had filed Civil Suit No. 39 dated 01.07.2015 before the Court of learned Civil Judge (Junior Division) Malerkotla, for possession by way of specific performance of agreement to sell dated 23.08.2013 in respect of the suit property and also sought the relief of permanent injunction against the respondent Mussadik Hasan, son of Abdul Shakoor, on the ground that the respondent agreed to sell his property by way of agreement to sell dated



23.08.2013 and writings dated 10.09.2013 and 21.01.2014 regarding a house measuring 166.66 square yards situated inside 'Sherwani' Gate, Malerkotla, District Sangrur. The total sale consideration of the suit property was ₹10,39,000/-. At the time of execution of the agreement to sell dated 23.08.2013, an amount of ₹2,00,000/- was paid as earnest money. Another amount of ₹3,00,000/- was paid by the petitioner to the respondent on 10.09.2013. Thereafter, another amount of ₹2,20,000/- was paid to the respondent on 21.01.2014. The date fixed for execution of the sale deed was 25.08.2014. On the said date, the petitioner remained present before the office of the Sub-Registrar, Malerkotla, but the respondent never appeared to execute the sale deed in favour of the petitioner. Even the petitioner got his affidavit attested on the said date. Thereafter, requests were also made to the respondent to execute the sale deed in his favour, but he could not do so. Thus, on the basis of these facts, the petitioner filed a suit before the learned trial Court.

2.1 Notice of the said suit was issued to the respondent, but he never appeared and, as such, he was proceeded against *ex parte*. The petitioner led his evidence and ultimately, on the basis of appreciation thereof, the suit of the petitioner was decreed *ex parte* on the basis of the agreement to sell dated 23.08.2013 vide judgment and decree dated 05.03.2018 (Annexure P-1). It was held by the learned trial Court that the petitioner is entitled to get the sale deed regarding the property in dispute executed and registered from the respondent and the petitioner was directed to deposit the remaining sale consideration in the Court within two months. The respondent was directed to get the sale deed executed with regard to



the property in dispute in favour of the petitioner within two months. It was further held that in case the respondent fails to execute the sale deed, the petitioner shall have the right to get the sale deed executed through process of Court. However, the petitioner could not deposit the balance sale consideration of ₹3,19,000/- within the stipulated period. Thereafter, the petitioner filed an application under Section 151 of the Code of Civil Procedure, 1908 for enlargement of time for deposit of balance sale consideration of ₹3,19,000/- in compliance with the judgment and decree dated 05.03.2018 before the learned Civil Judge (Junior Division), Malerkotla, but the said application was dismissed vide order dated 09.12.2025 by holding that the Court has no power to enlarge the time mentioned in the judgment.

3. Learned counsel for the petitioner has contended that the petitioner is an illiterate person and was not informed by his counsel that he was required to deposit the remaining sale consideration within two months and, instead of asking the petitioner to deposit the remaining amount, the counsel filed two execution petitions and the same were withdrawn on the ground that the matter had been compromised. In fact, the petitioner was also kept in the dark as neither any compromise was effected nor did the respondent execute the sale deed.

3.1 It is further contended that it was only after engagement of a new counsel that the petitioner moved an application dated 18.07.2025 (Annexure P-2) before the learned trial Court for extension of time, but the learned trial Court erroneously dismissed the said application vide order dated 09.12.2025, which is now under challenge.



3.2 In support of his contentions, the petitioner has relied upon a judgment of this Court in Harbans Singh Grewal vs. Puran Singh (deceased) through his LRs, 1991 (1) RRR 332 and a judgment of the Hon'ble Supreme Court in Sardar Mohar Singh through Power of Attorney Holder Manjit Singh vs. Mangilal @ Mangtya, 1997 (2) RCR (Civil) 296.

4. In view of the facts of the present case, this Court feels that issuance of notice to the respondent would unnecessarily delay the proceedings and, therefore, issuance of notice to the respondent is dispensed with.

5. I have heard learned counsel for the revisionist-petitioner and perused the paper-book.

6. After hearing learned counsel for the petitioner, this Court is of the considered opinion that the learned trial Court, while passing the impugned order, has held that the Court has no power to enlarge the time mentioned in the judgment. However, after going through the judgment and decree dated 05.03.2018 (Annexure P-1), it is evident that it was nowhere held that in case the petitioner failed to deposit the balance sale consideration within the stipulated period, the suit of the petitioner would stand dismissed. The decree was not a conditional decree. Rather, this Court is of the view that in the absence of any direction in the decree that on failure to deposit the amount within the stipulated period the suit shall stand dismissed, the time granted in the decree can be extended under Section 148 CPC.



7. In support of the aforesaid view, the petitioner has relied upon the judgment of this Court in **Harbans Singh Grewal's** case (*supra*). Further, as per the judgment of the Hon'ble Supreme Court in **Sardar Mohar Singh's** case (*supra*), it has been held that from the language of sub-section (1) of Section 28 of the Specific Relief Act, it could be seen that the Court does not lose its jurisdiction after the grant of a decree for specific performance nor does it become *functus officio*. Rather, the Hon'ble Supreme Court held that the very fact that Section 28 of the Specific Relief Act itself gives power to grant an order of rescission of the decree would indicate that till the sale deed is executed in execution of the decree, the trial Court retains its power and jurisdiction to deal with the decree of specific performance.

8. Since in the present case there is no conditional decree and no direction was issued by the learned trial Court that on failure to deposit the amount within the stipulated period the suit of the plaintiff would stand dismissed, the learned trial Court ought to have accepted the application filed by the petitioner.

9. Consequently, without making any comment on the actual merits of the case, the present petition is allowed and the impugned order dated 09.12.2025 is set aside. The petitioner is directed to deposit the balance sale consideration of ₹3,19,000/- within a period of two months from today. Since the petitioner had not deposited the balance sale consideration of ₹3,19,000/- within time and the respondent could not enjoy the said amount, the petitioner is directed to pay an additional amount of ₹50,000/- to the respondent along with the balance sale



consideration.

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

MAY 29, 2026

(AMARINDER SINGH GREWAL)

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JUDGE

Whether Speaking

Yes

Whether Reportable

No