IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

(129) **CR-6143-2025 (O&M)**
Date of Decision:-**12.01.2026**

Paramjit Singh

… Petitioner

Versus

Veer Singh and Others

... Respondents

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CORAM: HON'BLE MR. JUSTICE VIRINDER AGGARWAL

Present:- Mr. Nakul Sharma, Advocate
for the petitioner.

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VIRINDER AGGARWAL, J. (Oral)

1. Invoking the extraordinary and supervisory jurisdiction of this Court under Article 227 of the Constitution of India, the petitioner seeks judicial correction of grave jurisdictional errors and material irregularities committed by the learned Court below. The present revision petition is directed against the impugned order dated 20.03.2025 (Annexure P-1) passed by the learned Additional Civil Judge (Senior Division), Ferozepur, whereby the respondent has been permitted to deposit the balance sale consideration long after the expiry of the period mandated under the decree, and despite the respondent not having filed any application seeking extension of time for such deposit. The petitioner further assails the consequential order dated 19.08.2025 (Annexure P-2), whereby the learned Court has dismissed the petitioner's application for rescission of the alleged unregistered sale deed dated 11.02.2020 and for recalling the order dated

20.03.2025, thereby perpetuating an illegality and defeating the settled principles governing specific performance and time-bound deposit of sale consideration.

2. A brief conspectus of the facts reveals that respondent–Veer Singh instituted a suit for specific performance of an agreement to sell, which came to be decreed vide judgment and decree dated 23.07.2024. The Trial Court directed that the sale deed be executed and registered within a period of two months from the date of receipt of the certified copy of the judgment, and in the event of non-execution by respondents No. 2 and 3, the plaintiff/respondent No. 1 was held entitled to have the sale deed executed and registered through the process of the Court and to secure actual physical possession during the execution proceedings. It was further observed that, should the deposit of the balance sale consideration be necessitated for execution of the decree, the same was required to be deposited within three months from the date of receipt of the certified copy of the judgment.

3. A cardinal principle governing execution proceedings is that the learned Executing Court is bound by the terms of the decree and cannot travel beyond, dilute, or rewrite its mandatory conditions. In the present matter, the petitioner preferred an appeal, and during its pendency, the respondent/decree-holder initiated execution proceedings. The learned Executing Court, however, erroneously permitted the decree-holder to deposit the balance sale consideration vide order dated 20.03.2025, despite the decree-holder neither depositing the said amount within the period expressly stipulated in the decree nor moving any application seeking extension of time for such deposit. The petitioner thereafter filed an

application seeking rescission of the unregistered sale deed dated 11.02.2020 allegedly executed by JD Nos. 1 and 2 in favour of respondent No. 1/decree-holder, as well as recalling of the order dated 20.03.2025 and rejection of the decree-holder's belated prayer for deposit of the balance consideration. The said application was dismissed, and both impugned orders are assailed as being manifestly erroneous, contrary to the record, passed in disregard of the binding terms of the decree, and in breach of foundational principles of natural justice and the settled law laid down by the Hon'ble Supreme Court.

4. It is well settled that judicial review of interlocutory orders must be anchored in a careful appraisal of the record and a reasoned evaluation of the submissions advanced. Having considered the matter in that doctrinal backdrop, I have heard learned counsel for the petitioner at length and have meticulously examined the paper-book.

5. The jurisprudential contours governing execution of decrees for specific performance stand firmly shaped by authoritative pronouncements of the Hon'ble Supreme Court. In aid of this settled doctrinal framework, learned counsel for the petitioner has placed reliance upon the law laid down by the Hon'ble Apex Court in ***V.S. Palanichamy Chettiar Firm v. C. Alagappan and Another, (1999) 4 SCC 702***, wherein the Hon'ble Supreme Court has held in para No.17 as under:-

> *"17. The agreement of sale was entered into as far back on February 16, 1980, about 19 years ago. No explanation is forthcoming as to why the balance amount of consideration could not be deposited within time granted by the court and why no application was made under Section 28 of the Act seeking extension of time of this period. Under Article 54 of the Limitation Act, 3 years period is prescribed*

for filing the suit for specific performance of contract of sale from the date of the agreement or when the cause of action arises. Merely because a suit is filed within the prescribed period of limitation does not absolve the vendee-plaintiff from showing as to whether he was ready and willing to perform his part of agreement and if there was non-performance was that on account of any obstacle put by the vendor or otherwise. Provisions to grant specific performance of an agreement are quite stringent. Equitable considerations come into play. Court has to see all the attendant circumstances including if the vendee has conducted himself in a reasonable manner under the contract of sale. That being the position of law for filing the suit for specific performance, can the court as a matter of course allow extension of time for making payment of balance amount of consideration in terms of a decree after 5 years of passing of the decree by the trial court and 3 years of its confirmation by the appellate court? It is not the case of the respondent- decree holder that on account of any fault on the part of the vendor- judgment-debtor, the amount could not be deposited as per the decree. That being the position, if now time is granted, that would be going beyond the period of limitation prescribed for filing of the suit for specific performance of the agreement though this provision may not be strictly applicable. It is nevertheless an important circumstance to be considered by the Court. That apart, no explanation whatsoever is coming from the decree-holder- respondents as to why they did not pay the balance amount of consideration as per the decree except what the High Court itself thought fit to comment which is certainly not borne out from the record. Equity demands that discretion be not exercised in favour of the decree holder-respondents and no extension of time be granted to them to comply with the decree."

5.1. The consistency of judicial interpretation on the mandatory nature of compliance with decree-stipulated timelines is further reinforced by subsequent pronouncements of the Hon'ble Supreme Court. In continuation of this settled doctrinal position, learned counsel for the petitioner has further relied upon the judgment of the Hon'ble Apex Court in ***P. Shyamala v. Gundlur Mastha, 2023(2) RCR (Civil) 135***, wherein in para No.8, the Hon'ble Supreme Court has held as under:-

> *"8. Applying the law laid down by this Court in the aforesaid decision to the facts of the case on hand and considering Section 28 of the Specific Relief Act, we are of the opinion that the trial Court erred in exercising the discretion in favour of the plaintiff and erred in extending the time in favour of the plaintiff to deposit the balance sale consideration of Rs. 15,00,000/- by condoning the huge delay of 853 days, which as observed hereinabove has not been explained sufficiently at all. As observed hereinabove, after the plaintiff was directed to deposit the balance sale consideration of Rs. 15,00,000/- within a period of two weeks from the date of ex-parte judgment and decree dated 12.10.2013, which the plaintiff failed to deposit/pay, even no application for extension of time under Section 148 CPC and Section 28 of the Specific Relief Act was made thereafter within a reasonable time and was made after a period of 853 days. Nothing is on record that in between any notice was given to the defendant to execute the sale deed as per the judgment and decree on deposit of the balance sale consideration. The application filed by the plaintiff under Section 148 CPC and Section 28 of the Specific Relief Act seeking extension of time to deposit the balance sale consideration was hopelessly delayed. As observed hereinabove, Section 28 of the Specific Relief Act seeks to provide complete relief to both the parties*

in terms of a decree of specific performance. Therefore, the trial Court failed to exercise the discretion judiciously in favour of the defendant and erred in exercising the discretionary power in favour of the plaintiff, that too with a delay of 853 days. The High Court has erred in confirming the same and dismissing the revision applications. Under the circumstances, the order passed by the trial Court allowing the application of the plaintiff being I.A. No. 732/2016 seeking extension of time to deposit the balance sale consideration deserves to be dismissed and I.A. No. 914/2017 filed by the defendant – appellant under Section 28 of the Specific Relief Act to rescind the agreement to sell dated 9.5.2012 deserves to be allowed."

5.2. The evolving jurisprudence on the binding effect of decree-embedded conditions has been consistently reaffirmed through a line of decisions of the Hon'ble Supreme Court. Reinforcing this doctrinal continuity, learned counsel for the petitioner has further placed reliance on the judgment in ***Chanda (Dead) v. Rattni, 2007(2) RCR (Civil) 534***, wherein in para No.10, the Hon'ble Apex Court has held as under:-

"10. As rightly contended by learned counsel for the respondents the stand now taken was not pleaded before the trial Court and the High Court. The decision in Kumar Dhirendra's case (supra) is clearly distinguishable on facts. In fact, it has been noted in that case that the decree-holder was repeatedly assured of payment. The situation is not the same here. The only stand taken was that there was no direction to pay within a particular time. This plea is clearly unsustainable and untenable and has been rightly rejected."

6. A fundamental tenet of execution jurisprudence is that the Executing Court must act strictly within the four corners of the decree and cannot confer substantive rights or extensions not contemplated therein.

Examined in the light of this governing principle, I have considered the case law cited by learned counsel for the petitioner and carefully scrutinized the material on record. A perusal of the impugned order reveals that vide order dated 20.03.2025, the Executing Court permitted the decree-holder to deposit the balance sale consideration, recording in para 3 that the application was filed on 16.09.2024 purportedly within two months as directed in the judgment and decree dated 23.07.2024. The decree dated 23.07.2024 had mandated that defendants/JDs No. 1 and 2 execute and get registered the draft sale deed upon affixing requisite stamp duty and registration fee as per the consideration of ₹1,80,000/- along with interest @12% per annum from the date of the draft sale deed until registration. It further provided that upon their failure to do so, the plaintiff could have the sale deed executed and registered through due process and could seek actual physical possession during execution proceedings. The decree also stipulated that if deposit of the sale consideration was required for execution, the same was to be deposited within three months from receipt of the certified copy of the judgment. Proceeding on this premise, the Executing Court allowed the decree-holder’s application for deposit and directed submission of the receipt/challan. Subsequently, in the order dated 19.08.2025, the Executing Court held that no ground for rescission of the agreement was made out, observing that the decree-holder had been afforded the benefit of Section 28 of the Specific Relief Act and that the application filed by the JD was legally untenable and devoid of merit.

7. It is a well-established principle that execution proceedings must be construed in strict conformity with the decree, and the timelines

prescribed therein are mandatory and determinative of the rights of the parties. In consonance with this principle, a perusal of the execution petition reveals that it was filed on 16.09.2024, i.e., within a period of three months from the date of the decree. In paragraphs 4 and 5 of the execution petition, it was specifically pleaded as under:-

> "4. That the decree holder/applicant is prepared to deposit following sum:-
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> | | | |
> |---|---|---|
> | Total Sale Consideration | :- | **₹1,80,000/-** |
> | Interest (at the rate of Rs.12% per annum from the date of 11.02.2020 till November 2024) | :- | **₹1,04,400/-** |
> | **Grand Total** | **:-** | **₹2,84,400/-** |
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> 5. That the decree holder/applicant is prepared to deposit ₹2,84,400/- as stated above, as per terms and conditions of the judgment and decree passed by this Hon'ble Court. The Photostat copy of the judgment and decree and draft sale deed dated 11-02-2020 is attached herewith. The decree holder/applicant has already filed the draft sale deed/unregistered sale deed dated 11.02.2020 is already placed on record as Ex.P-3."

8. It is a settled principle of law that in execution proceedings, the Executing Court is duty-bound to facilitate compliance with the terms of the decree, and where a decree-holder undertakes to perform obligations mandated by the decree, the Court is empowered to grant such relief as may be necessary to effectuate the decree. In the present case, vide the execution petition, the decree-holder undertook to deposit the balance sale consideration along with interest as directed by the decree, and it was thus within the discretion of the Executing Court to allow and grant permission to the decree-holder for the said deposit.

9. It is a settled principle of law that no litigant should be prejudiced on account of delays or procedural lapses attributable solely to the Court, and the Executing Court is empowered to facilitate compliance with the terms of the decree while ensuring that substantive rights of the parties are not defeated. In the present case, the learned Executing Court, although taking time to pass an order on the prayer made by the decree-holder, granted permission to deposit the balance sale consideration beyond the period of three months from the date of the decree. Since the decree-holder had applied for deposit within the period stipulated by the decree, any delay in granting permission was attributable to the Executing Court and not to the decree-holder. It is well-settled that in such circumstances, the draft sale-deed cannot be rescinded, nor is there any violation of the provisions of Section 28 of the Specific Relief Act. The authorities relied upon by learned counsel for the petitioner are therefore inapplicable to the facts of the present case. As the decree-holder sought permission to deposit the balance sale consideration along with interest within the stipulated period, the learned Executing Court committed no illegality or perversity in exercising its jurisdiction. Accordingly, there is no scope for interference in the revisional jurisdiction of this Court, and the instant petition, being devoid of merit, is hereby dismissed.

10. It is a settled principle of law that observations made by a Court in the course of adjudicating a limited issue or interlocutory matter are to be confined strictly to the scope of the controversy before it and do not constitute an expression on the substantive merits of the main dispute. Accordingly, the observations made here-in-above are not to be construed as

an opinion on the merits of the case and are strictly confined to the present controversy and the deliberations relevant thereto.

11. It is a well-settled principle that once the principal dispute before the Court has been finally adjudicated, all ancillary or interlocutory applications, being consequential to the main proceedings, naturally stand disposed of. Accordingly, since the main case has been decided, any pending miscellaneous application(s), if filed, stand disposed of.

(VIRINDER AGGARWAL)
JUDGE

12.01.2026
Gaurav Sorot

Whether reasoned / speaking? Yes / No

Whether reportable? Yes / No