



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

205

COCP-4623-2024**Date of decision : 16.04.2026****Sukhdev Singh****..... Petitioner****versus****Subegh Singh****..... Respondent****CORAM : HON'BLE MR. JUSTICE PANKAJ JAIN**

Present: Mr. Rajbir Singh, Advocate
for the petitioner.

Mr. Harinder Pal Singh Ishar, Addl. A.G., Punjab.

Respondent in person alongwith
Mr. A.S. Baweja, Advocate.

PANKAJ JAIN, J. (Oral)

1. The petitioner alleges wilful disobedience of the order dated 28.05.2024, whereby RSA No.379 of 2022 filed by respondent was disposed off along with the revisions filed by the respondent.

2. Parties to the *lis* are real brothers. The petitioner herein filed suit for recovery of Rs.48,15,000/- against the respondent. The same was decreed for Rs.48,15,000/- along with interest @ 12% per annum w.e.f. 26.09.2011 till the filing of the suit and 6% *pendente lite* interest as well as the future interest till realization of amount vide judgment and decree dated 16.10.2018. The matter travelled to this Court in RSA No.379 of 2022. This Court took cognizance of proposed settlement before the Trial Court which was evident from the statement of the parties recorded before Trial Court.



3. As is discernible from the records of the case, on 01.08.2018, petitioner (plaintiff) Sukhdev Singh made following statement:-

"Statement of Sukhdev Singh Plaintiff:-

Stated that, my compromise with defendant Subegh Singh has been got done through respectable persons namely, Shamsher Singh r/o Rurkee, Kuldeep Singh r/o Masrai, Gurdev Singh Lambardar r/o Masrai Khurd, and as per the compromise whichever oath I have to take, the detail of that is Mark A, On which I identify my signature. This oath I am bound to take in Gurudwara Sahib of the village Masrai, on coming Sunday date 2.8.2018 at 10 A.M in the morning, in the presence of Panchayat members. After taking the oath I will receive Rs. 44 Lakh from defendant Subegh Singh, as per compromise. Which Subegh Singh defendant will receive from purchaser of registered sale deed, that 44 lakh defendant will transfer in my account through RTGS. Before executing registered sale deed of one acre land of agreement to sell, regarding that I will give statement so that on giving statement stay order regarding that acre will be got vacated from court and Subegh Singh at that time will give me the cheque of Rs. 44 Lakh, for RTGS, on coming to my account of amount through RTGS cheque will be cancelled and I shall be bound to handover the check to the defendant after receiving Rs. 44 Lakh. I shall be Bound by my this Statement, after my receiving Rs. 44 Lakh, there will be no due balance of present case as per agreement and case of Cheque which is pending in the court of Additional Sessions Judge FGS, after receiving this amount I shall have no balance of this case towards Subegh Singh and as per compromise if Subegh Singh, gives me Rs. 44 Lakh then I will get allowed the appeal of Subegh Singh as per Compromise and shall be Bound to give statement to get the order of punishment vacated."

4. In response thereto, the respondent (defendant) suffered statement on 13.08.2018 to the following effect:-

"Statement of Subegh Singh Defendant:-

Stated that, I have read and heard the statement of plaintiff,



which is correct, I shall be bound to give Rs.44 Lakh as per Compromise to the plaintiff after one and half month if I do not give this amount, to the plaintiff then the plaintiff shall be entitled to recover the amount of suit along with interest and cost of suit and I may not raise any objection. Plaintiff Sukhdev singh and his son has taken oath in the Gurudwara Sahib, which the writings in this regard are Mark B, on which there are my signatures.”

5. Taking cognizance of the aforesaid attempt to settle the dispute between the brothers, the Court disposed off the appeal as well as the revisions observing as under:-

“xx xx xx

14. As already noticed, the parties are brothers. The defendant-appellant appears to be short of liquid cash. He is prepared to honour the agreement provided the Court permit him to sell one and half acre of land by vacating the stay order. The stay order already stands vacated particularly when the suit has been decided. The learned counsel representing the appellant submits that in execution proceedings, the aforesaid property has been attached.

15. Keeping in view the facts of the case, this Court is of the opinion that the interest of justice would be met if the appellant is permitted to sell the property i.e. one and half acre out of 33 kanal and 4 marlas land within a period of next three months.

16. A cheque bearing No.033721, dated 07.06.2024, amounting to Rs.5,00,000/- (Rupees Five Lakh only) has been handed over to the plaintiff, which at this stage has been accepted by him.

17. Keeping in view the position, the appellant is permitted to sell one and half acre of land and the attachment order qua the same shall stand vacated.

18. to enable the Executing Court to clarify/modify the attachment order, the defendant will inform the Executing Court, the exact khasra number, which he intends to sell.

19. The Executing Court will revoke the order of attachment.

22. The appellant shall be bound to pay the remaining amount as per the decree passed by the trial Court within a stipulated



period, failing which the Executing Court will proceed with the matter.”

6. The aforesaid order though was passed taking cognizance of an attempt to settle the matter, the present respondent impugned the same before Supreme Court in Special Leave to Appeal No.22960 of 2024. The same was dismissed vide order dated 14.10.2024.

7. Taking benefit of order passed in RSA, respondent got 1.5 acres of land attached in execution released. He sold the same vide sale deeds dated 13.09.2024. He neither paid sale proceeds to the plaintiff nor deposited the same with the Court.

8. The petitioner accordingly filed present contempt petition alleging wilful disobedience of the order dated 28.05.2024 passed by this Court.

9. On 13.10.2025, this Court passed the following order:-

“Here is a case wherein the respondent has shown incorrigible behaviour. The Court released one and half acre of land to enable the respondent to pay the decretal amount. Admittedly, the land was released and sold by respondent, yet not even a single penny has been paid by the respondent to the petitioner.

Respondent to file affidavit as to why he should not be punished for having committed Contempt of Court by hoodwinking the process of law.

Adjourned to 27.10.2025.”

10. Thereafter, on 23.02.2026, this Court passed the following order:-

“1. Present application is for recalling of the order dated 15.01.2026.

2. The applicant is a judgment debtor. His property was attached by the Executing Court. In revision filed before this Court, the property to the extent of 1/2 acre was ordered to be



free from attachment, subject to the condition that the applicant shall be bound to pay the amount pursuant to decree.

3. Admittedly, the applicant sold 1/2 acre of land, however, he failed to deposit even a single penny. Evidently, the applicant is not only trying to frustrate the decree, but has also taken this Court for a garden walk. It is in these circumstances that the order 15.01.2026 was passed whereby he was granted weeks' time to deposit sale proceeds of 1/2 acre of land sold pursuant to order dated 28.05.2024 passed by this Court in revision.

4. In view of above, this Court finds no reason to recall/modify order dated 15.01.2026.

5. Consequently, the present application is dismissed.”

(The land mentioned as half acre needs to be read as 1.5 acres in terms of correction carried out vide order dated 09.03.2026).

11. On 06.04.2026, respondent sought time to produce amount of Rs.18 lakh. This Court observed as under:-

“Respondent is present in person. He prays for time to pay ₹ 18,00,000/-.

Adjourned to **16.04.2026** to enable the respondent to bring ₹ 18,00,000/-.

The Senior Superintendent of Police, Fatehgarh Sahib, to ensure the presence of the respondent before this Court on the adjourned date.”

12. Today, even though the respondent is present in person with an amount of Rs.18 lakh by way of cheque, but wants to part with the same, subject to condition that the execution petition filed by the petitioner is withdrawn.

13. This Court finds that the respondent has exhibited incorrigible behaviour. Despite having availed benefit of order dated 28.05.2024 and sold 1.5 acres of land, he has shown scant respect to the orders passed by this Court. This Court has repeatedly granted him long



as weakness of the Court. During the hearing, respondent expressed his willingness to go behind bars instead of paying the amount.

14. In view thereof, this Court is constrained to take a strict view to upkeep the majesty of this Court.

15. Counsel for the respondent at this stage points out that the respondent has filed contempt appeal and the same is pending before the Division Bench. He has produced copy of the order dated 17.03.2026 which reads as under:-

“An adjournment is being sought on behalf of the appellant, on the ground that the arguing counsel appearing on behalf of the appellant is in some personal difficulty.

On his request, adjourned to 27.04.2026.”

16. The aforesaid order would reveal that the appeal was adjourned on request of the appellant.

17. In view thereof, this Court holds respondent guilty of having committed contempt of Court. The respondent is sentenced to undergo imprisonment of three months.

18. Keeping in view the old age of the respondent and the fact that his appeal is already pending, he is granted two weeks’ time to avail remedies against instant order, if so advised. Accordingly, the sentence awarded shall remain suspended till 29.04.2026.

19. Consequently, the present contempt petition is disposed off, accordingly.

(PANKAJ JAIN)
JUDGE

16.04.2026

Dinesh

Whether speaking/reasoned :

Yes

Whether Reportable :

No