



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

CR-7496-2023 (O&M)

Date of Decision: January 16, 2026

Mejar Singh and another

...Petitioners

Versus

Mohan Singh and others

...Respondents

CORAM: HON'BLE MRS. JUSTICE ARCHANA PURI

Present: Mr.Praveen Kumar Garg, Advocate
for the petitioners.

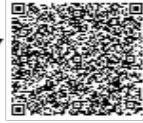
Mr.Dheeraj Jindal, Advocate
for respondent No.1.

ARCHANA PURI, J.

Challenge in the present revision petition is to the orders dated 29.05.2023 (Annexure P-8) and 21.11.2023 (Annexure P-10) passed by learned Executing Court, whereby, the warrant of attachment of the property was issued and thereupon, application under Order 21 Rule 66 CPC was filed by the decree holder and objections, at the instance of the petitioners-JDs, were filed and the same were dismissed.

The facts, as culled out from the paperbook, are as follows:-

That, initially, respondent No.1-Mohan Singh had filed a suit bearing No.175 of 01.10.2009 against the petitioners and respondents No.2 to 5

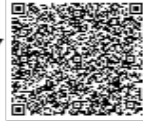
**CR-7496-2023****-2-**

(who were defendants No.1 to 5), for specific performance of agreement to sell dated 12.04.2006, for execution of the sale deed, and the land measuring 15 Kanal, as detailed in the decree-sheet, copy whereof is Annexure P-1. After completion of the pleadings, issues were framed and the evidence was led.

On appraisal of the evidence, vide judgment dated 20.04.2015, the suit of the plaintiff-respondent No.1-Mohan Singh was partly decreed and he was held entitled to recover an amount of Rs.15,50,000/- from defendants No.1 to 5. The relief of specific performance of the agreement to sell or permanent injunction was dismissed.

Being aggrieved, both the plaintiff and defendants, in the said suit, had filed the respective appeals and both the appeals were also dismissed by learned Addl. District Judge. However, execution petition was filed and during the pendency of the same, on the basis of an application filed, the warrant of attachment of the land of the JDs was issued.

When notice under Order 21 Rule 66 CPC was issued, objections were filed at the instance of the petitioners, who were few of the JDs, thereby, asserting that the decree holder is a clever and shrewd person, who had defrauded the JDs and had executed agreement to sell regarding his 15 Kanal land, situated in Dehlan, with some of the respondents. He had agreed to get the sale deed executed and when the gathering took place in this regard, the decree holder had promised in the panchayat that he will withdraw the pending execution and will return the remaining amount to the JDs with interest. However, neither the decree holder withdrew the execution nor he returned the amount of JDs. The decree holder has

**CR-7496-2023****-3-**

wrongly got attached the property of the JDs, which now cannot be put on sale. The decree holder is not entitled to recover any amount from the JDs.

Reply to the aforesaid objections was sought and after hearing counsel for the parties, vide impugned order dated 21.11.2023, the objections of the JDs were dismissed and the property was ordered to be put up on sale.

Being aggrieved, the petitioners/JDs have filed the present revision petition.

Upon notice, respondent No.1 made appearance through counsel.

Counsel for the parties heard.

The factual position as narrated aforesaid is not disputed. However, during the pendency of the suit, before the trial Court, an agreement was allegedly executed between Mohan Singh and the JDs, wherein, it was agreed that the land, which forms the basis of the civil suit, pending in the Court of Civil Judge, Moonak, was to be sold by respondent No.1-Mohan Singh, in favour of Gurpiar Singh, Manjit Singh, Harpreet Singh, Harbans Singh, Mandeep Singh and Ranjit Singh, to the extent of the shares, as detailed in the agreement, copy whereof is Annexure P-2. Therein, it was also agreed that the registry shall be executed, in their favour, within one month, after the case, pending in the Civil Court, Moonak, is decided. In the light of this agreement, it was asserted that the property, as such, could not be put on sale. An amount of Rs.20,00,000/- as earnest money was allegedly paid.

Now, it is contended by learned counsel for the petitioners that

**CR-7496-2023****-4-**

no opportunity, of hearing was given and no issues were framed, to establish about the agreement dated 31.10.2013, having executed between the parties to the lis and therefore, objections were erroneously dismissed.

In view of the submissions aforesaid, at the very outset, it is pertinent to mention that nowhere, it is required that in all the cases, issues have to be framed, with regard to the objections raised and an opportunity to lead evidence, has to be given. Various other circumstances, spelt out from the material brought on record, ought to be taken into consideration. The very fact of execution of agreement dated 31.10.2013, is itself shady. No prudent person, who is pursuing the litigation, initiated at the instance of the plaintiff against them, vis-a-vis, agreement to sell, which was executed in 2006, would again enter into an agreement, during the pendency of the said litigation, regarding the same land.

Copy of the agreement dated 31.10.2013 is Annexure P-2. The said agreement, in itself is very cryptic. No detail of the land has been given in the said agreement and further also, it is stated that the sale deed shall be executed, within one month of the decision of the case, which is pending in the Civil Court, Moonak. Certain dates are of utmost importance, to be taken note of. Civil suit was filed in the year 2009 and it was partly decreed and money decree was passed, in the said suit, vide judgment dated 20.04.2015. The rival parties had filed the appeals, which were dismissed on 13.11.2017 and further, none of the parties had litigated further. As such, the judgment dated 20.04.2015, had attained finality. Even, after the passing of the said judgment, no step, as per the recitals of the agreement dated 31.10.2013, were taken for the execution of the sale deed, as per the

**CR-7496-2023****-5-**

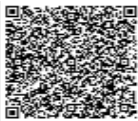
said agreement. There was total silence, on the part of the petitioners, who were the purchasers, more particularly, when they themselves had paid a sum of Rs.20,00,00/-, at the time of execution of the alleged agreement.

Although, in the objections, it is stated that the decree holder had promised in the panchayat that he will withdraw the pending execution, but however, it is necessary to point out that in the objections itself, no detail, as such, has been given, as to when the panchayat was convened and in whose presence, the decree holder had made a tall promise.

Moreover, the execution was filed in the year 2018 for the satisfaction of the judgment and decree dated 20.04.2015. Till that date, no such steps had been taken by the petitioners for the compliance of the terms of the agreement dated 31.10.2013. There was total silence. Even, the cross-appeals were filed and the same were decided vide judgment dated 13.11.2017. Though, copy of the judgment, as such, has not come on record, but undisputedly, both the said appeals were dismissed. Even at that stage, the assertion of the agreement dated 31.10.2013 was never made. Further also, the dismissal of the appeals, as such, also had never been challenged.

In the light of the same, when the terms of the agreement are cryptic, though not intentionally stated to be forged one, as observed by the Executing Court, but however, the terms were definitely cryptic and no steps have been taken for the execution of the sale deed, even, in view of the terms, so given, more particularly, when the petitioners had allegedly paid a sum of Rs.20,00,000/-.

In view of the same, a big question mark arises about the genuineness



CR-7496-2023

-6-

of the agreement dated 31.10.2013, more particularly, when no steps were taken till the notice of the application under Order 21 Rule 66 CPC.

Considering the circumstances as aforesaid, learned Executing Court has correctly dismissed the objections. The impugned order brooks no interference.

Hence, the revision petition sans merit and the same is hereby dismissed.

January 16, 2026
Vgulati

(ARCHANA PURI)
JUDGE

Whether speaking/reasoned
Whether reportable

Yes
Yes/No