

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH****143****CR-7466-2025 (O&M)****Date of decision: 12.05.2026****Rakesh Kumar****...Petitioner(s)****Vs.****Kewal Krishan and others****...Respondent(s)****CORAM: HON'BLE MS. JUSTICE NIDHI GUPTA**

Present:- Mr.Deepak Arora, Advocate
for the petitioner.

NIDHI GUPTA, J.

Present Civil Revision Petition under Article 227 of the Constitution of India has been filed by the judgment debtor No.1 against the order dated 12.09.2025 (Annexure P-8) passed by learned Civil Judge (Junior Division), Gurdaspur; whereby objections of the petitioner, have been dismissed.

2. Brief facts of the case in chronological order are as follows: -

19.09.2011: On 19.09.2011, plaintiffs/respondents No.1 to 4 herein had filed a civil suit for possession by way of ejectment of the defendant No.1/petitioner and defendant No.2/proforma respondent No.5 herein from the suit premises.

12.01.2017: Vide judgment and decree dated 12.01.2017 (**Annexure P-1**), suit of the plaintiffs was dismissed with costs.

08.02.2017: Against the said judgment and decree dated 12.01.2017, plaintiffs had filed a Civil Appeal dated 08.02.2017.



23.02.2018: Vide judgment and decree dated 23.02.2018 (Annexure P-2), Civil Appeal preferred by the plaintiffs was accepted and suit of the plaintiff was decreed as follows: -

“33. Therefore, on the basis of the discussion made by me in the preceding paragraphs of the judgment, the learned lower court has erred in dismissing the suit of the plaintiffs. The learned lower court has erred in holding issue no.1 in favour of defendants and against plaintiffs, therefore, the findings of the learned lower court on issue no.1 are reversed. The plaintiffs are held to have cause of action, locus standi to file the present suit. The suit of the plaintiffs is maintainable. The suit of the plaintiffs cannot be said to be bad for non joinder of necessary parties and cannot be dismissed for mis joinder of necessary parties. As already held in the preceding paragraphs of the judgment, there was no requirement for issuance of notice under Section 106 of T.P Act to defendant no.1. Therefore, the findings of the learned lower court on issues no. 2 to 7 are upheld. The instant appeal is allowed with costs, thereby setting aside the impugned judgment and decree dated 12.01.2017 passed by the Learned Lower Court. Decree sheet be prepared accordingly. The lower court record be transmitted forthwith. Appeal file be consigned to the Record Room.”

13.12.2018: Against the above said judgment and decree dated 23.02.2018, proforma respondent No.5/defendant No.2 filed RSA No. 3113 of 2018 before this Court. Vide order dated 13.12.2018 (Annexure P-3), the RSA No. 3113 of 2018 was allowed, and the said judgment and decree dated 23.02.2018 was reversed and plaintiffs’ suit was dismissed.



12.02.2024: Plaintiffs had then preferred SLP(C) No. 7987 of 2019 before the Hon'ble Supreme Court. Vide order dated 12.02.2024 (Annexure P-4), the said SLP preferred by the plaintiffs was disposed of as follows: -

“After due deliberation and instructions from the defendants-respondents herein, as also the plaintiffs-petitioners herein, the special leave petition is disposed of on the following mutually agreed terms:

- a) The tenants-respondents do not dispute the plaintiffs' ownership both that of the land and the super-structure being the tenanted premises;*
- b) The landlords and the tenants do not dispute the factum of tenancy, i.e., their relationship as landlord-tenant;*
- c) The tenants undertake to vacate the premises and handover the vacant and peaceful possession of the tenanted premises on or before 28th February, 2025;*
- d) The judgment and decree dated 23rd February, 2018 passed by the Additional District Judge, Special Court, Gurdaspur in Civil Appeal No.12 of 2017 is restored; and*
- e) The tenants undertake to clear all arrears of rent within a period of two months and pay rent/mesne profits at the same rate till such time the possession is handed over.*
- f) The tenant shall not cause any damage or create any encumbrance of any kind, so also shall not transfer possession in any manner of the demised premises.*
- g) The tenant shall continue to occupy, use, and enjoy the property strictly in terms of the municipal by-laws. No further construction, more so unauthorized in nature, shall be carried out by the tenant.*



h) Before handing over the possession, the tenant shall clear all statutory dues, on such terms, as are mutually agreed inter se the parties.

i) In the event the tenant violates any of the terms, it shall be open to the landlord to initiate proceedings for obtaining possession in terms of the order of ejectment and also initiate proceedings for contempt, if so advised.

j) It is needless to add that the landlord shall not cause any hindrance in the peaceful occupation and enjoyment of the demised premises by the tenant.

k) All litigation inter se the parties, in relation to the demised premises shall stand closed.

Pending interlocutory application(s), if any, is/are disposed of.”

07.03.2025: As petitioner failed to comply with his above undertaking, decree holder had filed Execution Petition on 07.03.2025 (Annexure P-5).

11.08.2025: Against the same, the petitioner/judgment debtor filed objections dated 11.08.2025 (Annexure P-6).

19.09.2025: The decree holder filed reply dated 19.09.2025 (Annexure P-7) to the said objections.

12.09.2025: Vide impugned order dated 12.09.2025 (Annexure P-8), objections of the petitioner have been dismissed.

3. Hence, present Revision Petition.

4. It is *inter alia* submitted by learned counsel for the petitioner that learned Executing Court was in error in dismissing the objections of the petitioner as it failed to appreciate that undertaking on behalf of the



petitioner had been given by the learned counsel representing the petitioner before the Hon'ble Supreme Court without instructions from the petitioner. It is submitted that therefore, the petitioner is not bound by the undertaking given by learned counsel without instructions. Learned counsel further refers to the averments made in para 7 of the present Revision Petition, which reads as follows: page 7

"7. That in appeal preferred by the other side before the Hon'ble Supreme Court, Counsel representing petitioner side did not act as per instructions of the parties and gave wrong undertaking regarding the property in question on the basis of which the Hon'ble Supreme Court disposed off the said matter and the other side in the meantime press for the execution. The true copy of judgment dated 12.02.2024 passed in SLP (C) No. 7987 of 2019 is annexed as Annexure P-4 for kind consideration of this Hon'ble Court."

5. It is further submitted that even otherwise, new facts have come to light *in-as-much* as the petitioner has discovered that Mutation No. 3669/1 in respect of the suit property is borne in the name of father of the petitioner. As such, in fact petitioner/judgment debtor/objector is the owner in possession of the said property by virtue of mutation No. 3669/1. It is submitted that documents with regards to ownership were not in the knowledge and possession of the petitioner and were received only during execution proceedings. Thus, the decree holders had filed false civil suit while claiming themselves to be the owners of the said property; whereas there is hardly any document to substantiate their said assertion. It is accordingly prayed that the present Revision



Petition be allowed; and the impugned order dated 12.09.2025, be set aside.

6. No other argument is raised on behalf of Id. counsel for the petitioner. I have heard learned counsel and perused the case file in detail. I find no merit in the submissions advanced on behalf of the petitioner.

7. It has become an unhappy trend amongst litigants to resile from the undertaking given on their behalf before the Courts. In the present case, undertaking on behalf of the petitioner had been given before the highest Court of land. Yet the petitioner has the gall to allege that the said undertaking was given without instructions. Not only is the petitioner not honouring his undertaking but is also resorting to unsavoury methods to defeat the decree. Such an act of the petitioner amounts to Contempt of Court, and cannot be permitted. Keeping in view the this trend, the Courts have come down heavily upon such litigants.

8. The Hon'ble Supreme Court in **"Balwantbhai Somabhai Bhandari Vs. Hiralal Somabhai contractor (Deceased) represented by LR's & Others"** (2023) 17 SCC 545, has held that: -

"B. Contempt of Court - Civil Contempt - Breach of undertaking - Wilful breach of an assurance in form of an undertaking given by a counsel/advocate on behalf of his client to court, held, would amount to civil contempt" as defined under S. 2(b) of the 1971 Act — Law clarified

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117.1. We hold that an assurance in the form of an undertaking given by a counsel/advocate on behalf of his client to the court; the wilful breach or disobedience of the same would amount to "civil contempt" as defined under Section 2(b) of the 1971 Act.

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117.5. The apology tendered should not be accepted as a matter of course and the court is not bound to accept the same. The apology may be unconditional, unqualified and bona fide, still if the conduct is serious, which has caused damage to the dignity of the institution, the same should not be accepted. There ought not to be a tendency by courts, to show compassion when disobedience of an undertaking or an order is with impunity and with total consciousness."

9. The Hon'ble Supreme Court in **"Indian Medical Association & Another Vs. Union of India & Others"** (2024) 19 SCC 193, has held that:-

"In Balwantbhai Somabhai Bhandari, the Court further observed as under: (SCC pp. 587-88, para 74)

"74. An undertaking or an assurance given by a lawyer based upon which the court decides upon a particular course of action would definitely fall within the confines of "undertaking" as stipulated under Section 2(b) of the Act, 1971 and the breach of which would constitute "civil contempt" As held in M.v. Home Office relied upon by this Court in Rama Narang that if a party or solicitor or counsel on his behalf, so as to convey to the court a firm conviction that an undertaking is being given, that party will be bound and it will be no answer that he did not think that he was giving it or that he was misunderstood. The breach of an undertaking given to a court by a person in a pending proceeding on the faith of which the



court sanctions a particular course of action is misconduct amounting to contempt."

10. Our own Court in **"Ankit Rawal Vs. State of Haryana" CRM-8361-2026 and CRM-9472-2026 in CRM-M-4433-2026**, has held that:-

"9. There is another aspect nay vital aspect of the matter which deserves to be addressed by this Court.

9.1 The judicial process operates on the foundational presumption that statements made by a counsel at the Bar are made with full authority and reflect the true intent of the litigant concerned. This principle ensures that the Court can effectively adjudicate without being compelled to verify the internal communications between a lawyer and the client at every state of proceedings. By executing a Vaqalatnama, a litigant clothes the counsel engaged with express as well as implied authority to plead, act and appear in the best interest of the client. If a litigant were permitted to resile from an adjudication/order made premised upon the statement/argument advanced by his/her counsel, it would render every court proceeding tentative and every judicial order vulnerable to being reopened, simply because the litigant has had a change of heart or has engaged a new counsel. Pertinently, entertaining such a plea would pave the way for a dangerous precedent, effectively allowing a second bite at the apple. It is to be borne in mind that a counsel is an officer of the court and not merely a mechanical agent of the litigant; and owes a duty to the court to ensure the smooth administration of justice. If an act, conduct or concession given by a counsel is not deemed to be authorized by the litigant, the entire adjudicatory framework would stall, as no opposing



party or presiding officer could ever rely upon a statement made by a legal representative.

10. Adverting to the factual milieu of the instant case, the attempt by the applicant-petitioner to disavow the withdrawal of petition under the guise of 'lack of instructions', amounts to a procedural heresy striking at the very root of the advocate-client relationship, as also an affront to the adjudicatory process, where an advocate plays pivotal role of assisting the court. In the earlier round, when this Court expressed a clear disinclination to grant the relief prayed for, the decision of the counsel (appearing for the applicant-petitioner) to withdraw the petition, in order to shield the applicant-petitioner from an adverse order on merit, which might have prejudiced the future remedies, is an exhibit of professional diligence and prudence. To allow the applicant-petitioner, at this stage, to characterise it as an unauthorized act is to undermine the very purpose of legal representation. The averment that the previous counsel was 'not properly instructed', stands in the face of the integrity of the legal profession. The applicant-petitioner having put his signature on the Vaqalatnama, cannot be permitted to act as a stranger to the actions taken by his earlier counsel in open court, especially when such action was intended to mitigate a legal damage. To accept this plea would virtually allow the applicant-petitioner to abuse the process of law by turning this Court into a laboratory for experimental litigation. It is necessary to detest such vexatious and virulent attempts) by unscrupulous elements, aimed at misusing the process of law and Courts. The sanctity of the judicial process will be seriously eroded if such attempts) is not responded with necessary firmness. A litigant who misuses the process of law or take liberties with the truth should be left in no doubt about the consequences to follow. Others should be discouraged not to



venture along the same path in the hope or on a misplaced expectation of judicial leniency or indulgence. Exemplary costs, in such a situation are inevitable and necessary, so as to ensure that in litigation, as in the law which is rather practiced in our Country, there is no premium on the truth.

Such misleading pleas which are deficient in any reasonability, have to be construed as trifling with the Courts and the process of justice.

11. In view of the prevenient ratiocination, it is ordained thus:

(i) The application in hand is devoid of merits and is hereby dismissed with costs of ₹20,000/-, which shall be deposited by the petitioner with Chief Judicial Magistrate (CJM), Panipat within four weeks from today. In case such costs are deposited; CJM, Panipat shall have the same remitted to Haryana State Legal Services Authority, Panchkula. In case, the said costs are not deposited by the petitioner as directed for; the CJM, Panipat is directed to intimate the Deputy Commissioner, Panipat who shall have such costs recovered from the petitioner as arrears of land revenue and upon realization thereof, the Deputy Commissioner, Panipat shall have the same submitted to CJM, Panipat, for further remittance thereof to Haryana State Legal Services Authority, Panchkula. A compliance report be sent by CJM, Panipat as also Deputy Commissioner, Panipat to this Court accordingly.”

11. Again in **“Bank of Baroda Vs. Sadruddin Hasan Daya & Another” (2004) 1 SCC 360**, Hon’ble Supreme Court held that:-

“The submission that the Supreme Court having passed a consent decree, the remedy of the petitioner lay in executing the same and there was no occasion for initiating contempt proceedings against the respondents has hardly any merit. The



wilful breach of an undertaking given to a court amounts to "civil contempt" within the meaning of Section 2(b) of the Contempt of Courts Act. The respondents having committed breach of the undertaking given to the Supreme Court in the consent terms they are clearly liable for having committed contempt of court. The fact that the petitioner can execute the decree can have no bearing on the contempt committed by the respondents. The law in England on the subject of breach of undertaking given to court is same. The Supreme Court had put its imprimatur upon the consent terms and made it a decree of the court. The violation or breach of the undertaking which became part of the decree of the court certainly amounts to contempt of court, irrespective of the fact that it is open to the decree-holder to execute the decree. Contempt is a matter between the court and the alleged contemner and is not affected in any manner by the rights or obligations of the parties to the litigation inter se."

12. The Hon'ble Supreme Court in **"Om Prakash Vs. Suresh Kumar"** (2020) 13 SCC 188, wherein it is held that:-

"- Landlord filing suit for eviction on ground of requirement of premises for reconstruction — During revision before High Court, tenant urging that he was ready and willing to hand over possession of suit premises subject to landlord agreeing to reinduct him as tenant in equivalent area occupied by him — In response thereto, counsel for landlord stating that landlord was not averse to that offer - Said statement of counsel was in relation to commitment of landlord qua the subject-matter of the proceedings in which the counsel was engaged and instructed to appear — No case of landlord that



he had expressly instructed his counsel not to make such a statement

— Landlord in such a case, held, could not be allowed to resile from the statement made before High Court — High Court rightly declined to undo the same in review petition filed by landlord for that purpose — Statement of counsel, thus, binding on landlord — Landlord obliged to provide tenant with area which was being used by him earlier — However, in the fact situation of the present case, to do complete justice to parties, an equitable arrangement was provided herein — Under that arrangement, though the area which was to be provided to tenant after reconstruction of building was less than the area which was earlier in his possession, landlord directed to compensate tenant for the said loss of area by paying Rs 74,000 to tenant - Decree passed by High Court modified accordingly, issuing other necessary directions

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High Court in present matter disposing of revision petition, which was filed by tenant, on basis of certain statement made to that court by counsel of landlord — However, subsequently, landlord changing his advocate and filing review petition before High Court, asserting that he had never instructed his counsel to make such statement before court — Conduct of review petitioner, held, liable to be deprecated — Such review petition should not be encouraged and was therefore rightly dismissed - Practice and Procedure - Review/ Recall - Abuse of Process of Court/Law/Fraud on Court — Approbation and reprobation”

13. The Hon’ble Supreme Court in **Patanjali Ayurved Limited**
through Its Managing Director, Acharya Balkrishna and Baba Ramdev v.



Union of India (SC) : Law Finder Doc Id # 2632960, has held that: *"If an undertaking is being given regardless of the fact that the word "undertaking" has not been specifically mentioned, that party will be bound down and it will be no answer that he did not think that he was giving it or that he was misunderstood."* Court proceedings carry sanctity which cannot be discarded at the sweet desire of the applicant.

14. Again, the Hon'ble Supreme Court in a recent judgment in **Lavanya C. v. Vittal Gurudas Pai Since Deseased, (SC) : Law Finder Doc Id # 2701936** has held that *"any undertaking given by counsel, once recorded or incorporated into a court order, remains operative unless promptly challenged or withdrawn. Crucially, the subsequent dismissal of the suit or alleged deficiencies in the property description do not absolve a party from liability if the undertaking is later violated."*

15. Thus, in terms of the above said judgments, the petitioner cannot be permitted to resile and renege from the undertaking given. An undertaking given to a Court is a solemn commitment that carries the same force as a Court order; and a wilful breach thereof, constitutes contempt of court. Subsequent actions, developments, thoughts, and feelings do not absolve a party from an undertaking given during the proceedings.

16. This Court is pained to again observe that it has become an increasingly disturbing trend to resile on statements made and undertakings given before the Court. Such a practice needs to be contained and condemned most strongly as it blasphemies the sanctity of Court proceedings.



17. As regards contention of the petitioner that it has been recently discovered that petitioner is owner in possession of suit property as per mutation No. 3669/1 the same is without merit as the Hon’ble Supreme Court in order dated 12.02.2024 (Annexure P-4) has categorically recorded that: *“a) The tenants-respondents do not dispute the plaintiffs’ ownership both that of the land and the super-structure being the tenanted premises;”* The petitioner has also admitted the landlord-tenant relationship between the parties. Reliance of the petitioner upon the alleged mutation no. 3669/1 is not just suspect but is also hit by due diligence.

18. Learned counsel for the petitioner is unable to dispute or controvert the above said factual and legal position.

19. Keeping in view the aforesaid facts, present Civil Revision is without merit and the same is accordingly, **dismissed**.

20. Pending application(s) if any also stand(s) disposed of.

12.05.2026

Divyanshi

(NIDHI GUPTA)
JUDGE

Whether speaking/reasoned:
Whether reportable:

Yes/No
Yes/No