



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

117

CR-9827-2025 (O&M)
Date of decision:21.01.2026

Amrit Pal Singh

...Petitioner

Versus

Tarlok Singh

...Respondent

CORAM: HON'BLE MR. JUSTICE PARMOD GOYAL

Present: Mr. Abhivadya Sood, Advocate
for petitioner.

PARMOD GOYAL, J. (ORAL)

Present petition has been preferred by petitioner-judgment debtor, who is aggrieved by impugned order dated 13.10.2025 passed by Civil Judge (Senior Division), Patiala vide which objections under Order XXI Rule 90 r/w Section 151 of Code of Civil Procedure, 1908 (hereinafter referred to as 'CPC') against auction sale dated 06.08.2025 preferred by petitioner-judgment debtor were dismissed.

2. Gist of brief facts is noted to appreciate controversy raised in present case. Respondent-decree holder had filed a suit for specific performance of agreement to sell dated 02.08.2018. The suit was contested by petitioner-judgment debtor and same was decreed vide decree dated 12.10.2022 by learned Civil Judge (Senior Division) Patiala. Petitioner-judgment debtor had filed an appeal against judgment and decree dated 12.10.2022 and in said appeal compromise was effected between respondent-decree holder and petitioner-judgment debtor, wherein petitioner-judgment debtor had agreed to refund back earnest money of Rs.17,00,000/- to respondent-decree holder by 15.01.2025 before Lok

Adalat. It was agreed that petitioner-judgment debtor shall pay Rs.2,00,000/-



per month on 27th of every month and first installment was to be paid by him on 27.05.2024. Petitioner-judgment debtor had agreed to pay entire amount by 15.01.2025. Petitioner-judgment debtor agreed to make payment in the account of respondent-decree holder. It was also agreed that in case petitioner-judgment debtor fails to settle the amount, he would be bound to pay entire amount of Rs.18,25,000/- as due on said date. Since petitioner-judgment debtor failed to honor his commitment made before Lok Adalat, respondent-decree holder had filed execution claiming decretal amount of Rs.18,25,000/- along with interest @ 6% till actual realization. Attachment of property was ordered and attached property belonging to petitioner-judgment debtor was put to auction on 06.08.2025 after issuance of warrants of sale. The Court auctioneer conducted auction at the spot. Highest bid of Rs.21,60,000/- made by Smt. Gurpreet Kaur was accepted. Earlier petitioner-objector had raised objections under Order XXXI Rule 66 of Code of Civil Procedure, 1908, which were decided after hearing both the parties and only thereafter warrants of sale were ordered. It is pertinent to note that purchaser-Gurpreet Kaur had deposited entire sale consideration. Petitioner-judgment debtor had filed objections to the sale which was dismissed vide impugned order. Hence, present petition has been preferred.

3. Learned counsel for petitioner-judgment debtor has challenged the impugned order and asserted that learned Executing Court has wrongly accepted and confirmed the auction bid given by Smt. Gurpreet Kaur. It is asserted that property which is valued at Rs.45,00,000/- was wrongly sold by learned Executing Court only for Rs.21,16,000/- and therefore auction proceedings are liable to be set aside. Reliance has been placed upon

Supervisor, wherein property was valued at Rs.45,00,000/-. Land was valued at Rs.33,72,000/- and building was assessed at Rs.11,28,000/-. However, learned Executing Court has rejected the contention raised on behalf of petitioner-judgment debtor on the ground that petitioner-judgment debtor has failed to prove proper valuation to show that attached property was sold for lesser amount.

4. As valuation report was issued by a private person, who was not a certified valuer and was only an approved draftsman, it was concluded by executing Court that in view of nature of report made by an unqualified person, report was not worth placing reliance. The report relied upon by petitioner-judgment debtor was rejected. No report/valuation from the Collector was placed on record by petitioner-judgment debtor and in absence of any cogent material, it was held that the allegations of petitioner-judgment debtor that value of auctioned property was not properly determined, was rejected. It is worth mentioning that learned Executing Court has duly noticed that earlier also, at the time of proclamation of sale after notice, petitioner-judgment debtor had filed objections under Order XXI Rule 66 of CPC, which were also dismissed after consideration by Executing Court.

5. On consideration, I do not find any merit in present petition. Except for argument that reserve price of auctioned property was not fixed properly, nothing could be shown by learned counsel for petitioner-judgment debtor to conclude that auction was not made as per provisions of CPC.

6. In present case, auctioned property was duly attached, notice for issuance of proclamation under Order XXI Rule 66 of CPC was duly issued

to petitioner-judgment debtor, who had appeared and filed objections. It was after dismissal of objections preferred by petitioner-judgment debtor, sale proclamation was issued. In public auction at the spot, the suit property was purchased by higher bidder for Rs.21,60,00/-. The procedure followed is as per law. As far as inappropriate reserve price is concerned, the learned Executing Court has rightly held that there is no material available on record to conclude that the valuation of auctioned property was not proper or auctioned property was sold for less than reserved price. Learned Executing Court has rightly not relied upon alleged valuation report as it was not made by duly qualified person but by a draftsman, who had no qualification to issue valuation certificate. The valuation certificate was rightly held to be a self-serving document upon which no reliance can be placed. Sufficient material was available to petitioner-judgment debtor to prove that reserved price fixed by Executing Court was not as per valuation of auctioned property. Reserved price is always fixed at the time of proclamation of sale and for this purpose, executing Court is bound to issue notice to petitioner-judgment before sale proclamation.

7. In present case, the said exercise was duly carried out by Executing Court. It was at the time of sale proclamation, objection regarding improper reserve price could have been raised by petitioner-judgment debtor. His objections were duly dismissed and said order of dismissal of objections under Order XXI, Rule 66 of CPC has attained finality and therefore, once reserved price has been fixed after hearing petitioner-judgment debtor and finding no material to fix higher reserved price, it is not open for petitioner-judgment debtor to challenge reserved price, after sale

8. In view of the above, no fault with impugned order can be found. Same is in accordance with law. Therefore, present petition is without merit and hence dismissed.

9. Pending application(s), if any, stand disposed of.

(PARMOD GOYAL)
JUDGE

21.01.2026
Sunil Chander

Whether speaking/reasoned	:	Yes/No
Whether reportable	:	Yes/No