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AT CHANDIGARH**

CR-5812-2025

Date of Decision: 10.09.2025

GURPREET SINGH (DECEASED) THROUGH  
HIS LR

....Petitioner

Versus

GURBACHAN SINGH AND OTHERS

...Respondents

**CORAM: HON'BLE MR. JUSTICE PARMOD GOYAL**

Present:     Mr. Shubreet Kaur Saron, Advocate  
                  for the petitioner.

**Parmod Goyal, J. (Oral)**

Petitioner/judgment debtor No.1 being aggrieved by order dated 05.08.2025 (Annexure P-14), passed by the executing Court of learned Additional Civil Judge (Senior Division), Sangrur, has preferred the present revision petition.

2.            Vide impugned order dated 05.08.2025, the learned executing Court had concluded that as per judgment and decree dated 10.04.2015 (Annexure P-1), which is subject matter of execution, there was no bifurcation of shares which JDs were bound to pay to the decree holder. The executing Court had concluded that from reading of judgment and decree dated 10.04.2015 (Annexure P-1), it is made out that both the JDs were liable to pay the amount under the decree and therefore, liability of JDs No.1 and 2 is joint and several and accordingly, executing Court chose to proceed against both the JDs.



3. I do not find any error in the order passed by the executing Court. On perusal of judgment and decree dated 10.04.2015 (Annexure P-1), it is clearly made out that defendants had entered into agreement to sell, received earnest money and thereafter, sale deed was not executed. Plaintiff/purchaser had preferred a suit for recovery of earnest money paid to defendants as consideration of agreement to sell. The suit was decreed. Reading of judgment and decree clearly shows that both the JDs were liable to pay entire amount as they had jointly executed agreement and received earnest money. There was no bifurcation of their liability to the extent of 50% each. In absence of any bifurcation of liability by Court passing decree, it is clearly made out that liability was joint and several. The argument on behalf of learned counsel for petitioner that it was JD No.2, who had received the earnest money cannot be taken into consideration, in view of the findings given in judgment and decree dated 10.04.2015 (Annexure P-1), where both the defendants were found bound to return the amount of earnest money paid by plaintiff. There is no merit in the revision petition preferred by JD No.1.

4. Faced with this, learned counsel for petitioner requests some time to make the payment. She undertakes that 50% amount shall be paid by JD No.1 immediately and period of two months be granted to pay the remaining amount instead of selling his properties.

5. Since petitioner is intending to pay the amount, let 50% amount be paid immediately and if 50% amount is paid within one week, then

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auction be deferred for two months and remaining 50% decretal amount be paid by decree holder within two months from today. In case, decretal amount is paid, properties of JDs would be discharged. JD No.1 shall have right to recover the amount paid from JD No.2 in accordance with law, if so permitted.

**10.09.2025**  
chiranjeev**(PARMOD GOYAL)**  
**JUDGE**

Whether Speaking/Reasoned	:	Yes/No
Whether Reportable	:	Yes/No