



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

Sr. No.109

**CR-5321-2025
Date of Decision:08.08.2025**

SHIV RAM

...Petitioner

Versus

AMRIT SINGH

.....Respondent

CORAM: HON'BLE MR. JUSTICE PARMOD GOYAL

Present:- Mr. Paras Jagga, Advocate
for the petitioner.

PARMOD GOYAL, J. (Oral)

Learned counsel for the petitioner/revisionist has challenged the impugned order dated 24.05.2025, passed by learned Executing Court whereby his attached property was put on sale for the recovery of amount of Rs.6,11,166/- in pursuance of judgment and decree dated 17.05.2022.

He argued that the petitioner has already paid the amount in terms of compromise having been effected with the decree holder. The plea, which petitioner has raised before this Court, was also duly raised before the Executing Court, however, the same was rejected.

I have also considered the plea raised by learned counsel for the petitioner in support of petitioner's case. Learned Executing Court has rightly noticed that the claim of judgment debtor that he had already paid Rs. 6 lacs on 22.05.2023, in view of compromise so effected between the parties is false as petitioner has neither placed any compromise deed nor any receipt of paid amount on record.



It is also an admitted fact that petitioner had appeared before Executing Court on 17.10.2023, however, neither on the said date nor on the subsequent dates, he had brought the factum of compromise so effected on 22.05.2023, to the knowledge of the Executing Court. Thus, the learned Executing Court has rightly recorded that there is not an iota of material whereby it can be concluded that Rs. 6 lacs as alleged, has actually been paid by the judgment debtor.

Learned counsel for the petitioner has sought an opportunity to lead evidence so as to prove the compromise deed and the payment having been made in terms thereof. However, no such recourse can be adopted on the basis of a bald statement as there has to be a prima facie material before the Court to conclude compromise having been effected on the payment of decretal amount even for giving opportunity to prove this fact.

However, there is total lack of material, even prima facie, to conclude that the payment was ever made by judgment debtor after compromise. This makes it clear that the judgment debtor has taken a false plea only to delay the execution proceedings against him.

Accordingly, the revision petition is devoid of merits.

Hence, dismissed.

08.08.2025

Anu

(PARMOD GOYAL)
JUDGE

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No