



CR-5256-2025 (O&M)  
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IN THE HIGH COURT OF PUNJAB AND HARYANA  
AT CHANDIGARH

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CR-5256-2025 (O&M)  
Decided on :- 22.08.2025

Kuldeep Kumar Sharma

....Petitioner

VERSUS

Randeep Rana

....Respondent

**CORAM : HON'BLE MS. JUSTICE MANDEEP PANNU**

Present: Mr. Gurfateh Singh Mann, Advocate and  
Ms. Simar Bedi, Advocate  
for the petitioner.

Mr. Jaskaran Singh, Advocate  
for respondent No.1 - Caveator

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**MANDEEP PANNU J.**

1. The present revision petition has been filed by the petitioner/Judgment Debtor Kuldeep Kumar Sharma, assailing the order dated 19.07.2025 passed by the learned Executing Court, whereby his application for rescission of contract under Section 28 of the Specific Relief Act was dismissed, while the application of the decree holder/respondent for extension of time to deposit balance sale consideration was allowed.

**Chronology of Events:**

2. On 14.03.2017, the trial Court decreed a suit for specific performance filed by the respondent/plaintiff, holding him entitled to specific performance of the agreement to sell dated 28.02.2011 on payment of balance sale consideration calculated at ₹46,500/- per square yard in respect of the plot measuring 34 feet x 168 feet (about 550 sq. yards) as existing on the spot after demarcation, within a period of three months from the date of the decree. The defendant/judgment-debtor

was directed to get executed the requisite sale deed on receipt of balance sale consideration, failing which the plaintiff/decree holder shall be entitled to get the same executed through Court of law.

3. On 15.04.2017, the judgment-debtor filed appeal, and on 17.04.2017, execution of the decree was stayed by the first Appellate Court. The appeal remained pending till its dismissal on 01.09.2021. Thus, the decree remained under stay from 17.04.2017 till 01.09.2021. Excluding this period, the decree holder was required to comply with the balance period of one month and 28 days remaining out of the original three months. Accordingly, the period for compliance was to expire on 29.10.2021.

4. In the meantime, execution petition was filed. Notice was issued to the judgment-debtor, who was proceeded against ex parte on 11.10.2021. On 26.11.2021, the decree holder was permitted to deposit the balance sale consideration on his own responsibility. On 10.01.2022, report of the Local Commissioner was received. On 17.01.2022, JUDGMENT-DEBTOR appeared and decree holder placed on record receipt of deposit of ₹3,25,000/-. On 02.02.2022, judgment-debtor moved application for rescission of contract as also for setting aside the order dated 11.10.2021, whereby he was proceeded ex parte and thereafter ex parte order was set aside.

5. On 07.03.2022, judgment-debtor filed an application under Order 26 Rule 10 CPC for appointment of fresh Local Commissioner. The same was allowed and Local Commissioner was appointed on 13.05.2022. A second application for appointment of fresh Local Commissioner was, however, dismissed on 20.09.2022. Thereafter, judgment-debtor moved application under Section 28 of the Specific Relief Act for rescission of contract dated 28.02.2011. On 05.11.2022, decree holder filed reply along with an application under Section 28 for extension

of time to deposit balance sale consideration. On 16.11.2022, decree holder placed on record voucher of payment. Reply thereto was filed by judgment-debtor on 21.11.2022. In the meanwhile, this Court vide order dated 17.11.2022 appointed a fresh Local Commissioner for demarcation, who submitted report on 20.12.2022.

6. The decree holder had deposited an amount of ₹1,71,34,000/- on calculation of area measuring 476 sq. yards instead of 550 sq. yards as originally mentioned. Judgment-debtor objected that such deposit was not in accordance with the decree and was beyond the stipulated time. He asserted that decree holder intentionally delayed the process by raising unnecessary dispute about demarcation, thereby depositing lesser amount and that too after expiry of the stipulated period.

7. The Executing Court, however, dismissed the application of judgment-debtor for rescission of contract, while allowing extension of time to the decree holder to deposit balance sale consideration, holding that the delay was not intentional, but occasioned on account of pending appeals, stay orders, and the need for proper demarcation.

#### **Submissions of learned counsel for the parties**

8. Learned counsel for judgment-debtor contends that the decree dated 14.03.2017 specifically required deposit within three months, which expired on 14.06.2017, and even after exclusion of period of stay, on 29.10.2021, deposit made thereafter is barred. It is argued that readiness and willingness, being a core requirement for grant of specific performance, stands negated by failure to deposit amount in time. Reliance in this regard was placed on the judgment of this Court passed in *Mangal Singh v. Amrik Singh, 2018 (4) RCR (Civil) 98*, wherein it has been held that extension of time for deposit cannot be granted where decree holder failed to deposit balance sale consideration within stipulated period.

9. Per contra, learned counsel for decree holder relies upon judgment of *Hon'ble Supreme Court in Balbir Singh and another v. Baldev Singh and others, 2025 (1) RCR (Civil) 771*, to contend that the Court retains jurisdiction under Section 28 of the Specific Relief Act to extend time, and such extension does not amount to modification of the decree. It is further contended that in present case, decree holder had deposited amount soon after demarcation report and there was no deliberate lapse.

### **Findings**

10. On consideration of rival submissions and the chronology of events, it is evident that the decree dated 14.03.2017 was stayed by the first Appellate Court on 17.04.2017, i.e. within one month and three days of its passing. The stay continued till 01.09.2021. Thus, decree holder cannot be faulted for not depositing the amount during that period. The balance period of one month and 28 days for compliance revived only from 02.09.2021 and expired on 29.10.2021. However, judgment-debtor was proceeded ex parte on 11.10.2021 and subsequently ex-parte proceedings were set aside only on 28.02.2022. Further, there was dispute regarding exact area available at site, for which Local Commissioner's report was awaited. The decree itself stipulated that sale deed was to be executed qua land "as existing on spot after demarcation." Therefore, balance sale consideration could only be deposited upon determination of actual area. The demarcation report was ultimately submitted only on 20.12.2022.

11. It is thus clear that the delay in deposit was occasioned not on account of any deliberate inaction of decree holder but due to pendency of appeal, stay order, ex parte proceedings against judgment-debtor, and requirement of demarcation for ascertaining exact area. In these circumstances, decree holder cannot be said to have failed in demonstrating readiness and willingness.

12. The reliance placed by petitioner/judgment-debtor on *Mangal Singh v. Amrik Singh (supra)* is misplaced. In that case, decree holder had failed to deposit balance sale consideration despite expiry of stipulated period and despite there being no impediment or stay order. The Court held that readiness and willingness was absent. In contrast, in the present case, the decree remained under stay, and subsequently, demarcation was a necessary pre-condition for calculation of exact balance consideration. Hence, the ratio of *Mangal Singh's case (supra)* is not applicable.

13. On the other hand, the law laid down by Hon'ble Supreme Court in *Balbir Singh v. Baldev Singh (supra)* squarely applies, wherein it has been held that when time for payment of money is extended, it does not mean a modification of the decree. The trial Court has power to extend the time, and the expression "such further period as the Court may allow" would mean the Court which had passed the decree, or, where the application under Section 28 of the Act of 1963, is filed. It has further held that the very fact that Section 28 of the Act itself gives power to grant order of rescission of the decree, the same would indicate that till the sale deed is executed in execution of the decree, the Trial Court retains its power and jurisdiction to deal with the decree of specific performance. The Court has the description to extend time for compliance of the conditional decree as mentioned in the decree for specific performance.

14. The case of the respondent/defendant is squarely covered by the judgment of Hon'ble Supreme Court in *Balbir Singh v. Baldev Singh (supra)*.

15. In view of the above, this Court finds no illegality or infirmity in the order of the Executing Court dated 19.07.2025, whereby extension of time was granted to decree holder and application of judgment-debtor for rescission of contract was dismissed.

**Conclusion:**

16. For the foregoing reasons, the revision petition is devoid of merit and is accordingly dismissed. The order of the Executing Court dated 19.07.2025 is upheld

17. Pending application(s), if any, also stand disposed off.

August 22, 2025  
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**(MANDEEP PANNU)**  
**JUDGE**

Whether speaking/non-speaking : Speaking  
Whether reportable : Yes/No