

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH****137****CR-3388-2025 (O&M)****Date of Decision : 28.05.2025**

Inderjit Singh

....Petitioner

VERSUS

Harjit Singh and Another

....Respondents

CORAM : HON'BLE MRS. JUSTICE ALKA SARIN

Present : Mr. M.S. Saini, Advocate for the petitioner.

Mr. Rakesh Gupta, Advocate
for the caveator-respondent No.1.
(through hybrid mode).**ALKA SARIN, J. (Oral)**

1. Present revision petition has been filed impugning the order dated 22.04.2025 whereby the application dated 16.04.2024 (Annexure P-6) for directing the petitioner herein to execute the sale deed as per terms and conditions of the agreement to sell dated 29.09.2022 has been allowed.

2. The brief facts relevant to the present *lis* are that plaintiff-respondent No.1 herein filed a suit for possession by way of specific performance (Annexure P-4) of agreement to sell dated 29.09.2022 qua the sale of House No.45 (Double-storey), Professor Colony, Opposite Punjabi University and in the alternative for recovery of ₹40,00,000/-. Written statement was filed. After framing of the issues and before the evidence was led, an application was filed by the plaintiff-respondent No.1 for directing defendant No.1-petitioner herein to execute the sale deed as per the terms and conditions as reflected in the agreement to sell dated 29.09.2022. Reply was filed to the said application. Vide the impugned order the Civil Judge

(Junior Division), Patiala vide order dated 22.04.2025 directed the execution of the sale deed on or before 27.05.2025 after receiving the remaining sale consideration.

3. Learned counsel for the defendant No.1-petitioner would contend that vide the impugned order the suit itself has been decreed inasmuch as the sale deed has been directed to be executed. It is further the contention that no interim relief can be given which would amount to decreeing the suit.

4. *Per contra* learned counsel for caveator-respondent No.1 would contend that since the agreement to sell and the payment of earnest money is admitted, therefore, the application has rightly been allowed by the Trial Court vide order dated 22.04.2025.

5. Heard.

6. In the present case, the suit is for specific performance of agreement to sell dated 29.09.2022. The application was filed by the plaintiff-respondent No.1 under Section 151 Code of Civil Procedure, 1908 to execute the sale deed after receiving balance sale consideration, which has been allowed by the Trial Court holding as under :

“.....The record further shows prima facie that to clarify these two contrary conditions the plaintiff has also issued a legal notice to the defendant no.1 on dated 19.12.2022 (just before the payment of additional amount of Rs.20 lac) and to ask him to clear the loan of the bank (defendant no.2) in order to get the sale deed executed in his favor on dated 20.12.2022 as he was duly ready with

the entire sale consideration, registration charges and amount for the stamp papers etc., in para no.4 of his legal notice. As per record, defendant no.1 has duly replied this legal notice on dated 21.12.2022 and admitted the contents of para no.4 by accepting the fact that he has given the assurance to the plaintiff to clear the loan of bank (defendant no.2). Therefore, in view of the said discussion and in the interest of justice and in order to cut short the litigation between the parties, since the plaintiff was/is found to be ready and willing to perform his part of contract i.e. to execute sale deed in his favor and ready with the entire sale consideration by virtue of affidavit dated 20.12.2022, directions can be made to the defendant no.1 to execute sale deed in favor of the present plaintiff. Accordingly, this application stands accepted and disposed off by giving directions of the defendant no.1 to clear the dues of the bank (defendant no.2) first and to get the sale deed registered in favor of the plaintiff on or before 27.05.2025 after receiving the remaining sale consideration from the plaintiff. In case of any failure, the plaintiff is also at liberty to clear the loan of bank (defendant no.2) and then get the sale deed registered in his favor after depositing the rest of the sale money in the Court. Now to come up on 27.05.2025 for awaiting compliance.”

7. It is not understandable as to how, at the initial stage, without any evidence having been led, the Trial Court has returned a finding that the

plaintiff-respondent No.1 was ready and willing to perform his part of the contract. At a stage where only issues have been framed and evidence is yet to be led, the Trial Court has virtually decreed the suit and also in fact returned the finding regarding the validity of the agreement to sell, payment of earnest money and readiness and willingness. There is a procedure prescribed in the Code of Civil Procedure, 1908 for conducting the trial and the Courts are bound to follow the procedure. No shortcuts can be applied by the Court in order to cut-short the litigation, unless both the parties are agreeable to the said order. In view of the fact that vide the impugned order the suit has been virtually decreed, the same cannot be sustained and is accordingly set aside. The application filed by the plaintiff-respondent No.1 stands dismissed. The Trial Court shall now proceed with the matter in accordance with the law, strictly as per the provisions of the Code of Civil Procedure, 1908. The Trial Court is requested not to grant any unnecessary adjournments to either of the parties and shall proceed with the matter in an expeditious manner.

8. Disposed off in the above terms. Pending applications, if any, also stand disposed off.

28.05.2025

jk

(ALKA SARIN)
JUDGE

NOTE: Whether speaking/non-speaking: Speaking
Whether reportable: YES/NO