



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

RSA-2766-2023 (O&M)

Date of Decision: August 11, 2025

SURINDER KUMARAppellant

Versus

MOHAMMAD NAZIR AND OTHERSRespondents

CORAM: HON'BLE MR. JUSTICE HARKESH MANUJA

Present: Mr. Jatinder Singh, Advocate, for the appellant.

Mr. Kulwinder Singh, Advocate for respondent Nos.1 and 2.

HARKESH MANUJA, J. (ORAL)

Learned counsel for the appellant submits that in terms of the decision dated 23.04.2025 passed by learned Executing Court, Pathankot, the appellant does not intend to pursue the present appeal as the same has been rendered infructuous.

Relevant paragraph Nos. 21 to 32 are reproduced hereunder for reference:-

“21. Mutation number 752 pertains to sale made by Haqiqat Raj Kahan Singh and Narinder Singh in favour of Pirthipal to the extent of 4 kanal. Whereas vide decree under execution all these mutations have been set aside however it was only mutation number 684 which affected the rights of decree holder. Since none other co-owner except Pankaj and Jyoti had any liability towards the decree holders, sales made by them have to be protected, which fact has been conceded by learned counsel for decree holders in all fairness. Hence, share of Sanjay Kumar and Rita so purchased by Haqiqat Raj Kahan Singh and Narinder Singh Singh has to be protected. Consequently subsequent sales made by these persons to the extent they purchased the share of Sanjay and Rita i.e. total measuring 137 kanal 18 marla would be valid. Similarly sales made by other co-owners (except Jyoti and Pankaj) cannot be questioned in the instant proceeding.

22. Haqiqat Raj, Kahan Singh and Narinder Singh firstly sold the property to Pirthipal (as noted above) to the extent of 4 kanals. Haqiqat Raj and Narinder Singh thereafter sold property to the extent of 17 kanal 11 marlas in favour of Varun Bansal vide sale deed Ex. OX/C in respect of which mutation number 769 was sanctioned (copy of which has been brought on record). There after both these

persons made sale in favour of Esha Joshi vide sale deed dated 17 June 2011 bearing wasika number 184 to the extent of 17 kanal 11 marla in respect of which mutation number 770 was sanctioned (copy of which has been brought on record). Further Kahan Singh made sale in favour of Varun Bansal vide sale deed Ex.OX/G dated 23 August 2011 bearing wasika number 336 to the extent of 9 kanal in respect of which mutation number 772 was sanctioned (copy of which has been brought on record). Kahan Singh further made sale of 8 kanal 11 marla in favour of Esha Joshi vide sale deed dated 20 September 2011 bearing wasika number 401 in respect of which mutation number 773 was sanctioned (copy of which has been brought on record). These persons further sold land measuring 75 kanal in favour of Sahil Gupta vide sale deed dated 11 November 2011 bearing wasika number 486 in respect of which mutation number 775 was sanctioned, (copy of which has been brought on record as Ex. OZ/3).

23. When the are sold by all these three persons to above named vedees is calculated the total area sold by them comes to 131 kanal 13 marlas which was within their entitlement i.e. 133 kanal 18 ½ marlas (excluding the share purchased by them from Pankaj and Jyoti). So to say even if the share purchased by these persons from Jyoti and Pankaj is excluded they could validly cell the land to the extent mentioned above. It may be noted here that the total area purchased by Varun Bansal comes to 26 kanal 11 marlas. Similarly total area purchased by Esha Joshi comes to 26 kanal 2 marlas.

24. Coming on to the shares of objectors, as mentioned in objections, objector Parminder Kaur Walia purchased total 33 kanal 3 marla 2 sarsahi land from different vendors vide three different sale deeds. Copies of two sale deeds in favour of objector Parminder Kaur Walia are on file i.e. sale deed exhibit OX/D dated 28 March 2017 whereby she purchased 26 karnal 5 marla of land from Varun Bansal. Similarly, vide said lead exhibit OX/F she purchased 6 kanal 5 marla 2 sarsahi from children of Amriti Devi [namely Sandeep, Sarita, Sujata]. Although, the third sale deed is not on file however said third sale is stated to be in respect of 7 marlas of land sold by Varun Bansal in her favour vide sale deed dated 6 April 2018. Same suggests that Varun Bansal sold his entire holding in favour of objector Parminder Kaur Walia. Since the sales in favour of Parminder Kaur Walia have been made by Varun Bansal and original owners [successors of Amriti Devi], they have no clash with the interest of decree holders.

25. Coming onto the objections raised by objector Surinder Kumar, he claims to have purchased land in two sets i.e. 75 kanals from Sahil Gupta and 12 kanal 6 marlas from Sandeep Singh, Sujata and Sarita [children of Amriti Devi]. Copies of both these sale deeds are on file as exhibit OZ dated 13th April 2022 and exhibit OZ/4 dated 13 April 2022 respectively. Hence sale deeds in favour of Surinder Kumar also do not affect the rights of decree holders in any manner.

26. So far as objector Labh Singh is concerned, he claims to have purchased land measuring 2 kanal 2 marlas vide sale dated 12 November 2021 executed by Suman Bala and Raj Kumar i.e. exhibit OX/H. As finds mention in column number eight of jamabandi for the year 2017-2018 Ex. OZ/2 sale in favour of Suman Bala

and Raj Kumar was made by Sandeep son of Amriti Devi to the extent of 2 kanal 2 Marla in respect of which mutation number 843 had been sanctioned. It is thus clear that Labh Singh stepped into the shoes of Suman Bala and Raj Kumar who were vendees from successors of Amriti Devi and thus interest of Labh Singh also does not clash with the present decree holders.

27. Hence none of the objectors can be adversely affected during the execution of present decree to the extent decided above. Rather it has been shown from jamabandi for the year 2022-23 Ex. OZ/1 that the land purchased by Haqiqat Raj, Kahan Singh and Narinder Singh from Pankaj and Jyoti to the extent of 60 kanal 19 marla is lying as such in their name. As per jamabandi for the year 2022-23, Haqiqat Raj, Kahan Singh and Narinder Singh are recorded to be owner to the extent of 97/360 share each in the total land measuring 77 kanal 10 marlas comprised in khasra numbers 141, 142, 143, 144 and 145. Similarly they are owners to the extent of 3/1640 share each in khasra number 243. When their total share is calculated same is marginally more than 60 kanals 19 marlas.

28. Similarly, name of Punjab Singh and Chhaju Ram is also appearing in the column of ownership in the said jamabandi where they are recorded to be owners to the extent of 1/120 and 1/60 share each in above said khasra numbers which when calculated comes to about 1 kanal 18 marla. However, vide mutation number 760 they have sold their remaining share from kasra number 243 to the extent of 2 kanal 9 marla in favour of Hemraj, Manjeet Kumar and Dalvinder Singh. These persons are holding said 2 kanal 9 marla as such. Further vide mutation number 811 dated 20 April 2015 which finds place in remarks column of jamabandi for the year 2012-13, Punjab Singh had sold 1 kanal 12 marla in favour of Dharminder Sharma. Said Dharminder Sharma further sold 10 marla in favour of Savita Thakur vide mutation number 814 dated 26 June 2015, 6 marla in favour of Pawan Kumar vide mutation number 816 dated 26 August 2015 and 5 marla in favour of Kaushalya Devi vide mutation number 825 dated 5 August 2016.

29. Therefore, at present from the total 6 kanal land sold to Punjab Singh and Chhaju Ram, they themselves are holding about 1 kanal 19 marls; Dharminder Sharma is owner to the extent of 11 marlas, Savita Thakur to the extent of 10 marla, Pawan Kumar to the extent of 6 marlas, Savita thakur to the extent of five marla, Hemraj, Manjeet and Dalvinder Singh to the extent of 2 kanal 9 marlas. It is the share of these persons besides share of Haqiqat Raj, Kahan Singh and Narinder Singh to the extent of 60 kanals 19 marlas that will be reduced for giving effect to the decree. Issue number 2 stands answered in aforementioned terms.

Issue number 1A

30. This issue pertains to bonafide of objectors in purchasing shares from their respective vendors. As observed in findings under issue no. 2 vendors of objectors have no connection with the agreement to sell executed in favour of decree holders and they had clear title over the property they sold which ultimately came in the hands of objectors. However, given that decree holder has conceded to not get the decree executed beyond 66 kanal 19 marla of land and for executing the decree as

such, share of objectors will not be interfered with, this court need not further delve into issue number 1A, which stands decided in terms of issue No. 2.

Issue number 1B

31. This issue pertains to question of possession. However, the question of possession would arise only when sale deed is executed in favour of the decree holders in the present execution. Otherwise, at this stage, suffice would it be to say that on execution of sale deed in favour of decree holders, they will step into the shoes of the persons whose shares have been reduced as held in discussion under issue number 2. It must be clarified here that otherwise Hon'ble High Court has directed the parties to maintain status quo regarding possession and therefore this court shall not proceed for delivery of symbolic or actual position to the decree holders till the time order of status quo is subsisting. Issue no. 1B stands answered thus.

Relief:-

32. As a sequel to my findings on aforesaid issues, all the objections i.e. filed by Parminder Kaur Walia, Surinder Kumar and Labh Singh succeed. Same are hereby allowed by holding that in giving effect to the decree dated 25.03.2014 the share of objectors in the suit property shall not be effected in any manner. The decree holder shall get the sale deed executed to the extent of 66 Kanals 19 Marlas of land from the suit property in the manner as detailed under issue no. 2. Needless to say the question of possession shall be considered at appropriate stage.

Disposed of as having been rendered infructuous.

11.08.2025

Tejwinder

(HARKESH MANUJA)
JUDGE

<i>Whether speaking/reasoned</i>	<i>Yes/No</i>
<i>Whether Reportable</i>	<i>Yes/No</i>