



In the High Court of Punjab and Haryana, at Chandigarh

Civil Revision No. 5885 of 2018

Date of Decision: 19.03.2025

Mukhtiar Singh and Another

... Petitioner(s)

Versus

Parminder Pal Singh and Others

... Respondent(s)

CORAM: Hon'ble Mr. Justice Anil Kshetarpal.

Present: Mr. Akhil Kashyap, Advocate
for Mr. P.K.Kataria, Advocate
for the petitioner(s).

Mr. Akshay Kumar Goel, Advocate
for respondent No.1.

Anil Kshetarpal, J.

1. The petitioners herein are the judgment debtors No. 3 and 4 in a decree passed by the First Appellate Court on 16.09.2015. The suit filed by Parminder Paul Singh (respondent No.1) for possession by way of specific performance of the agreement to sell was partly decreed on 09.04.2014. The sale deed executed in favour of the defendants No.3 and 4 (the petitioners) was set aside, whereas the defendant No.5 was declared the bonafide purchaser. Only the plaintiff filed the first appeal which was allowed and the suit filed by him was entirely decreed on 16.09.2015. The operative part of the judgment passed by the First Appellate Court reads as under:-

“19. Consequently, appeal in hand is allowed with costs, suit of plaintiff-appellant is decreed for specific performance of contract dated 16.02.2006 relating to entire land measuring 42 kanals detailed in heading of plaint, to say, that property, which

has been transferred to defendant No.5 will also be transferred in favour of plaintiff-appellant. Plaintiff-appellant is directed to deposit balance sale consideration, if any, in lower court within two months from to-day and thereafter; respondents-defendants will get executed and registered sale deed in favour of appellant-plaintiff within next two months as per agreement Ex.P1. In case respondents-defendants fail to get sale deed executed and registered within stipulated period, then plaintiff-respondent will be at liberty to get the sale deed executed and registered through process of law and get possession of suit land in terms of Ex.P1.”

2. The plaintiff has paid ₹32,00,000/- to the defendants No.1 and 2, the original owners of the property, before filing of the suit. Hence, the plaintiff was required to pay only ₹4,75,000/-. As per the direction of the First Appellate Court, the decree holder (defendant No.1) was required to deposit the balance sale consideration within a period of two months from 16.09.2015. However, he filed an application under Section 148 of the Code of Civil Procedure, 1908 (hereinafter referred to as “CPC”) to extend the time on 12.05.2017 which has been allowed by the Court on 21.07.2018 and the amount of the balance sale consideration has been deposited along with interest @ 12% on 06.08.2018.

3. The defendants No.3 and 4 assail the correctness of the order dated 21.07.2018. The learned counsel representing the petitioners contends that the period of two months was sacrosanct and it could not be extended by the Court. He submits that the decree holder has failed to give any sufficient explanation for extending the period.

4. Per contra, the learned counsel representing the respondent No.1 submits that the decree holder shifted from village Rahon, Teshil

Samrala to District Patiala in connection with his business and he did not come to know of the decree passed by the First Appellate Court. He further submits that when the decree holder came to know of the judgment of the First Appellate Court, he, immediately, filed an application, which was allowed.

5. The extension of time to deposit the amount is permissible under Section 148 CPC. While extending the period, the Court is required to examine the conduct of the parties and the facts and circumstances of the case. In this case, the decree holder paid ₹32,00,000/- which constitutes more than 80% of the total sale consideration before filing of the suit. He was only required to pay the remaining amount of ₹4,75,000/- out of the sale consideration of ₹36,75,000/-. While filing the suit, he averred that he is ready and willing to perform his part of the contract. Both the Courts below found that the plaintiff was always ready and willing to perform his part of the contract. There is no reason to disbelieve the explanation furnished by the decree holder. Moreover, the decree passed by the Court did not contain default clause. The First Appellate Court has exercised its discretion which is not proved to be perverse.

6. Keeping in view the facts and circumstances of the present case, no ground is made out to interfere with the impugned order. Hence, the present revision petition is dismissed.

(Anil Kshetarpal)
Judge

March 19, 2025

“DK”

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No