



IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

ESA No.46 of 2024 (O&M)

Date of Order:25.03.2025

Tahir

.Appellant

Versus

Saikuldeen and another

..Respondents

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

**Present: Mr. Ashish Gupta, Advocate, for the appellant.
Mr. Ashish Yadav, Advocate, for respondent no.1.**

ANIL KSHETARPAL, JUDGE (Oral)

1. This execution second appeal has been filed against the concurrent orders passed by the Executing Court which in appeal has been affirmed by the First Appellate Court while dismissing the appellant's objection petition.

2. The appellant claims that Sh. Bhullu executed an agreement to sell in his favour on 22.03.2019 and his suit for specific performance of the agreement to sell is pending.

3. Per contra, the stand of the decree holder is that Sh. Bhullu executed an agreement to sell in his favour on 17.05.2019, however, failed to honour the agreement, forcing him to file a suit on 30.08.2019, which was decreed on 13.09.2021. The first appeal filed by Sh. Bhullu was also dismissed.

4. It has come on record that the appellant-Tahir is son of his brother-in-law. Hasan Basri is wife of Sh. Bhullu and sister of Sarfraz, who is father of Tahir.



5. The learned counsel representing the appellant contends that in the civil suit, Sh. Bhullu had admitted execution of the agreement to sell in favour of decree holders Saikuldeen. Hence, there is a collusion between the decree holder and Sh. Bhullu.

6. This court has considered the submissions of the learned counsel representing the parties.

7. While filing the written statement in the civil suit for specific performance, Sh. Bhullu claimed that though an agreement to sell was executed by him, however that was with respect to some other property and not the suit property. Thus, the admission of Saikuldeen in cross-examination about execution of the agreement to sell is not sufficient to conclude collusion. Moreover, Sh. Bhullu filed first appeal against the decree passed for specific performance which was also dismissed. Moreover, it is the appellant, who is related to Sh. Bhullu, Judgment Debtor. Moreover, in the first appeal before the first appellate court, the learned counsel representing Sh. Bhullu, had admitted agreement to sell in favour of Tahir.

8. Keeping in view the aforesaid facts and discussion, no ground to interfere is made out.

9. Dismissed.

10. All the pending miscellaneous applications, if any, are also disposed of.

(ANIL KSHETARPAL)
JUDGE

March 25, 2025

nt

Whether speaking/reasoned : **Yes/No**
Whether reportable : **Yes/No**