

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH****128****CR-5714-2025 (O&M)
Date of decision: 27.08.2025****Surindera Builders through its Proprietor****...Petitioner(s)****Vs.****Rajesh Kumar and another****...Respondent(s)****CORAM: HON'BLE MS. JUSTICE NIDHI GUPTA**

Present:- Mr. Ranjan Lakhanpal, Advocate with
Mr. Kanishk Lakhanpal, Advocate
for the petitioner.

Mr. Ashish Aggarwal, Senior Advocate with
Mr. M.S.Dalal, Mr. Vishal Pundir, and
Mr. Anmol Rattan S. Dhillon, Advocates
for the respondent/caveator.

*********NIDHI GUPTA, J.**

The present Civil Revision Petition has been filed by the defendant/judgment debtor against the order dated 06.08.2025 (Annexure P-1) whereby objections moved by the petitioner under Section 47 read with Section 151 CPC, have been dismissed.

2. It is *inter alia* submitted by learned counsel for the petitioner that the learned Executing Court dismissed the objections on the ground that it could not go behind the decree; and thereby refused to engage with the substantive dispute regarding the material and legal validity of the claims within the execution petition. It is submitted that



consequently, the Court directed the release of the full claimed amount from the attached bank account without requiring proper adjudication of the bonafide objections raised by the petitioner.

3. Learned counsel contends that this approach is a jurisdictional error and a failure to exercise the Court's mandatory statutory function under Section 47 CPC, which empowers the Court to adjudicate all questions arising in relation to the execution and to reject claims beyond the decree. An Executing Court is duty-bound to ensure that only those sums strictly sanctioned by the decree are allowed to be realized and that inflated or extraneous claims are summarily rejected.

4. Ld. Counsel further contends that the execution application amounts to an attempt to circumvent the compromise decree and recover inflated amounts through surreptitious means, thereby causing irreparable hardship and injury by unauthorized depletion of the Petitioner's funds. As such, the impugned order allowing release of Rs.56,62,092/- without proper adjudication of these issues results in grave miscarriage of justice and requires to be set aside, and the objections allowed.

5. It is accordingly prayed that the present Civil Revision be allowed with a prayer to *“declare that execution is permissible strictly only for an amount corresponding to Rs.140 per sq.ft for the agreed 3900 sq.ft area, with interest at 9% per annum from 18.12.2013 as per the compromise decree dated 06.03.2025 in RSA-3671-2023.*



6. *Per contra*, learned Senior Counsel appearing on behalf of the respondent-decree holder/caveator vehemently opposes submissions made on behalf of the petitioner and firstly points out that payment of decretal amount of Rs.56,62,092/- has already been received by decree holder. In respect of the quantum of payment due to decree holder, learned Senior Counsel takes this Court through the record of the case in minute detail to demonstrate that there is no error in the impugned order. It is accordingly prayed that present Civil Revision Petition be dismissed.

7. No other argument is made by Id. counsel for the parties.

8. Heard learned counsel and perused the case file in great detail. I find no merit in the submissions made on behalf of the petitioner.

9. A perusal of the record shows that the respondent No.1/plaintiff had originally filed a suit for recovery of Rs.56,24,040/- i.e. Rs.36,52,624/- principal amount + interest @ 18% p.a. from 28.12.2010 till 30.11.2013 which is Rs.19,72,416/- along with future interest @ 18% p.a. from 01.12.2013 till its realization. Suit of the plaintiff was decreed with costs vide judgment and decree dated 23.12.2016 Ex.R3 as follows:-

“Plaintiff is held entitled to recover amount of Rs.56,25,040/- i.e. Rs.36,52,624/- as principal amount and Rs.19,72,416/- as interest and further plaintiff is also held entitled to recover the interest at the rate of 12% per annum on the principal amount from the date of filing the present suit till realization of the entire amount.



10. The Civil Appeal filed by the petitioner was allowed by the learned lower appellate Court vide judgment and decree dated 31.10.2023. The petitioner had then filed RSA No. 367 of 2023 which was disposed of by a Coordinate Bench of this Court vide order dated 06.03.2025 Ex.R4 which reads as follows: -

“[1] The instant appeal is directed against judgment and decree passed by the Additional District Judge, Mohali, whereby the suit filed by the plaintiff seeking recovery of Rs.36,52,624/-apart from the interest stands dismissed.

[2] For convenience, parties hereinafter are referred to by their original position before the Court of the first instance i.e. the appellant as plaintiff and the respondents as defendants.

[3] Plaintiff filed a suit for recovery on the basis of a construction agreement, whereby he was assigned construction work initially @ Rs.135/-per sq. ft., which was later on by way of supplementary agreement raised to Rs.140/- per sq. ft. However, the relationship between the parties struck turbulence during the currency of the agreement.

[4] Plaintiff approached the police. Before the police, both the parties agreed that a private Engineer be appointed. The decision taken by the independent Engineer would be acceptable to both the parties. Both of them would be bound by the assessment made by the Engineer.

[5] Sub Divisional Engineer, Construction Sub Division No.1, PWD (B&R), Rupnagar was assigned job as an independent evaluator. He prepared a report, which has been placed on record as Annexure A-6. As per the same, it was found that plaintiff has undertaken construction to the extent of 4044.21 sq. ft. and is entitled for an amount of Rs.36,90,762/-. On the



basis of the said report, plaintiff filed instant suit. The same was decreed by the Court of the first instance.

[6] In appeal preferred by the defendants, learned Lower Appellate Court reversed the findings recorded by the learned Trial Court, holding that apart from the merits, the suit filed by the plaintiff was not within the limitation. The Lower Appellate Court thus, dismissed the suit filed by the plaintiff in toto.

[7] Counsel for the appellant has drawn attention of this Court to the specific averment made in the written statement by the defendants wherein they disputed calculation of 4044 sq. ft. made by the independent Engineer but at the same time admitted that the work done by the plaintiff was to the extent of 3900 sq. ft. and not 4044 sq. ft.

[8] Mr. Lakhanpal, counsel for respondent No.1 on instructions from the defendant(s), who is present in person in Court, submits that the defendant(s) is ready to pay plaintiff on the agreed rate for Rs.140/- per sq.ft. as per the admission made in the written statement qua 3900 sq. ft.

[9] The aforesaid offer has been accepted by learned Senior Counsel representing the plaintiff.

[10] In view thereof, the plaintiff is held entitled to the amount (@ Rs.140/- per sq. ft. for 3900 sq. ft. Apart from that, the plaintiff shall also be entitled for an interest @ 9% per annum from the date of filing of the suit i.e. 18.12.2013. The aforesaid order has been passed with the consent of the counsels representing the parties. Decree be drawn accordingly.

[11] Disposed off.

[12] All pending miscellaneous application(s), if any, stands disposed off.”



11. Thereafter, an application seeking clarification of the above said order dated 6.3.2025 was filed by the petitioner which was dismissed as withdrawn vide order dated 05.05.2025.

12. Thereafter petitioner had filed objections before the learned Executing Court which have been dismissed vide the impugned order thereby recording all the facts as mentioned herein above. Relevant extract of the impugned order reads as follows:

“4. I have heard learned counsel for both the parties and have perused the case file very carefully. Perusal of the file shows that the present execution has been filed by the DH against the JD to execute the judgment and decree dated 23.12.2016 passed by the court of Sh. Harpreet Singh, PCS, Additional Civil Judge (Sr. Division), SAS Nagar, which has been transferred from SAS Nagar to Chandigarh. Vide this decree suit of the plaintiff was decreed with costs and plaintiff was entitled to recover Rs.56,24,040/- i.e.Rs.36,52,624/- as principal amount and 19,72,416/- as interest and further plaintiff is also held entitled to recover the interest at the rate of 12% per annum on the principal amount from the date of filing the present suit till realization of the entire amount. The dispute between the parties was relating to the construction work carried out by the plaintiff in which the trial court relied upon the a report of SDE Ex.P-269 and area was mentioned as 4044 sq. ft instead of 3900 sq. ft alleged by the defendant in his written statement. Appeal against this decree was filed by the defendant and the same was allowed and the suit of the plaintiff was dismissed vide order dated 31.10.2023 passed by the court of Sh.Krishan Kumar Singla, ADJ, Mohali. Aggrieved by this order, the plaintiff filed a RSA no. 3671 of 2023 before the Hon'ble High



Court and the Hon'ble High Court decided the same by passing a compromise decree and it has been held that plaintiff is entitled to the amount @ 140/- per sq. ft for 3900 sq. ft. Apart from that, plaintiff shall also be entitled for an interest @ 9% per annum from the date of filing of the suit i.e. 18.12.2013, The aforesaid order has been passed with the consent of the counsels representing the parties. In para no.7 of the order dated 06.03.2025, the Hon'ble High Court has observed that the counsel for the applicant has drawn the attention of the court to the specific averment made in the written statement by the defendant wherein they disputed calculation of 4044 sq ft. made by the independent Engineer but at the same time admitted that the work done by the plaintiff was to the extent of 3900 sq. ft and not 4044 sq.ft.

5. Meaning thereby the only dispute between the parties was with regard to the area as plaintiff claimed area of 4044 sq.ft whereas defendant was claiming that it was of 3900 sq.ft which has been settled by the Hon'ble High Court by way of consent decree dated 06.03.2025. The JD has never pleaded the averments which have been mentioned by him in the instant objections during his written statement nor he agitated the same before the Hon'ble High Court."

13. Subsequently, pursuant thereto vide order dated 18.08.2025 Ex.R7, the learned Executing Court has recorded that the petitioner has made payment of the decretal amount, and the execution stands satisfied, and was accordingly, disposed of.

14. Learned counsel for the petitioner has been unable to demonstrate any infirmity in the impugned order in the face of the



undisputed facts as recorded above. Payment @ ₹140 per square yard was already mutually settled upon between the parties by way of the supplementary Agreement referred to in para three of the order dated 6.3.2025. Further, it is an admitted case of the petitioner that respondent had worked on area measuring 3900 sq. ft. Undisputedly, these were the terms of the compromise decree entered into between the parties. Thus, no interference is called for and the present Civil Revision Petition stands dismissed.

15. Pending application(s) including caveat petition, if any, also stand(s) disposed of.

27.08.2025

Divyanshi

**(NIDHI GUPTA)
JUDGE**

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