



117 IN THE HIGH COURT OF PUNJAB AND HARYANA  
AT CHANDIGARH

ESA-13-2010 (O&M)

Date of decision : 21.04.2025

**Ravinder Singh**

**...Appellant**

**Vs.**

**Jaspal Singh (since deceased)  
through his LRs and another**

**...Respondents**

**CORAM:- HON'BLE MR. JUSTICE ANIL KSHETARPAL**

Present: Mr. Santosh Sharma, Advocate  
Mr. Sahil Mehndiratta, Advocate and  
Mr. Varun Sandhu, Advocate  
for the appellant.

Mr. Avnish Mittal, Advocate  
for respondent No.1.

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**ANIL KSHETARPAL, J.** (Oral)

1. The appellant assails the correctness of Executing Court's order, which in appeal has been affirmed by the First Appellate Court.
2. In order to comprehend the issues involved in the present case, some relevant facts, in brief, are required to be noticed.
3. Sh. Chuhar Singh was the original owner. He entered into an agreement to sell on 18.03.2005 with respect to 94 kanals 10 marlas land in favour of Sh. Jaspal Singh on receipt of Rs. 20 lacs as earnest money. As per the agreement, the sale deeds were to be executed in two parts. Sale deed of 55 kanals land was executed by Sh. Chuhar Singh in favour of Sh. Jaspal Singh on 19.05.2005. However, Sh. Chuhar Singh failed to honour the remaining part of the agreement forcing Sh. Jaspal Singh to file Civil Suit No. 298 dated



28.11.2005 for grant of decree for specific performance of the agreement to sell with respect to 39 kanals 10 marlas land. The aforesaid suit was ultimately decreed on the basis of settlement on 24.11.2006 while directing the plaintiff-Sh. Jaspal Singh to pay the balance sale consideration of Rs. 37,80,000/- within a period of 15 days. The amount was deposited on 07.04.2007 and the sale deed in favour of Sh. Jaspal Singh has been executed on 15.09.2008 by the official of the Court.

4. The appellant claims that Sh. Chuhar Singh executed an agreement to sell in his favour on 19.01.2005 with respect to land measuring 32 kanals 07 marlas out of the same land measuring 94 kanals 10 marlas on payment of earnest money of Rs. 10 lacs out of total sale consideration of Rs. 22,50,000/- As per the agreement to sell, the sale deed was to be executed on 09.10.2006. The appellant filed a suit for specific performance on 31.10.2006 and he challenged the agreement to sell in favour of Sh. Jaspal Singh. The same is pending. In the meantime, Sh. Chuhar Singh died on 12.01.2007. His son Sh. Hari Singh transferred 39 kanals 10 marlas in favour of the appellant vide sale deed dated 22.04.2007.

5. As already noticed, the appellant as well as Sh. Hari Singh s/o Sh. Chuhar Singh filed objections to the delivery of warrants of possession, which have been dismissed by the Courts below. In fact, Sh. Hari Singh did not file first appeal against dismissal of objection petition by the Executing Court.

6. Heard the learned counsel representing the parties at length and with their able assistance perused the paper-book alongwith the original agreement to sell, which was produced by the appellant's counsel.



7. Learned counsel representing the appellant submits that the Executing Court was required to cull out issues and grant opportunity to the appellant to lead evidence. He submits that the appellant's rights are required to be adjudicated like a suit. Hence, the objections could not be dismissed without granting opportunity for production of evidence.

8. *Per contra*, learned counsel representing the respondent No.1 submits that the Judgment Debtor colluded with the appellant and executed the sale deed after the decree was passed. He submits that the appellant claims agreement to sell with respect to the land measuring 32 kanals 07 marlas, whereas, Sh. Hari Singh, Judgment Debtor's son has executed a sale deed with respect to the land measuring 39 kanals 10 marlas in favour of the appellant. He submits that the entire land decreed in favour of the decree-holder has been sold by Sh. Hari Singh in order to frustrate the decree.

9. This Court has considered the submissions made by the learned counsel representing the parties.

10. It would not be appropriate for this Court to record any final finding of fact, particularly, when the appellant's suit is pending. At this stage, the question is whether the decree-holder should be deprived of possession of the property, particularly, when decree in his favour has become final, whereas, the appellant is yet to establish his right. Sale deed in favour of decree-holder has been executed through the process of Court on deposit of remaining sale consideration.

11. Keeping in view the aforesaid facts, the appeal is dismissed while observing that the findings arrived at by the Executing Court, which in appeal



has been affirmed by the First Appellate Court and is being affirmed by this Court shall not be construed as final expression on the merits of the case and the Court will proceed to decide the appellant's suit uninfluenced by the observations made in the impugned orders or by this Court.

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

21.04.2025

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**(ANIL KSHETARPAL)**  
**JUDGE**

Whether speaking/reasoned :                      Yes              No

Whether Reportable :                                      Yes              No