



CR No. 5730 of 2025 (O&M)

127 IN THE HIGH COURT OF PUNJAB AND HARYANA  
AT CHANDIGARH

CR No. 5730 of 2025 (O&M)  
DATE OF DECISION: 25.08.2025

AJIT SINGH

.....PETITIONER

Vs.

MUKHTAR SINGH

.....RESPONDENT

CORAM: HON'BLE MR. JUSTICE AMARINDER SINGH GREWAL

Present: Mr. B.B.S. Randhawa, Advocate,  
for the petitioner.

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**AMARINDER SINGH GREWAL, J.**

1. Prayer in the present Civil Revision Petition, filed under Article 227 of the Constitution of India, is for setting aside the impugned order dated 29.04.2025 (Annexure P-1), passed by the learned Civil Judge (Junior Division), Batala, whereby application bearing No. CM/14/2024 in Civil Suit No. CS-976-2021, titled *Ajit Singh vs. Mukhtar Singh*, for depositing a sum of Rs. 10,000/- as balance sale consideration in Court, has been dismissed. A further prayer has been made that the present petition be allowed and the petitioner be permitted to deposit the said sum of Rs. 10,000/- as balance sale consideration in Court.

2. The brief facts of the case are that the petitioner-plaintiff, Ajit Singh, son of Banta Singh, filed a suit for specific performance, seeking a direction to the respondent-defendant, Mukhtar Singh, son of Sohan Singh, to specifically perform the contract arising out of the agreement dated 05.10.2020 by executing a valid and legal sale deed in respect of the suit

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land in favour of the petitioner-plaintiff. It was further prayed that the respondent-defendant be directed to put the petitioner-plaintiff in possession of the said property/land in performance of the agreement to sell, on payment of the balance sale consideration amount of Rs. 10,000/-.

2.1 In the alternative, the suit was filed for recovery of Rs. 3,00,000/- by way of refund of the amount already paid, along with stipulated damages. The petitioner-plaintiff also sought the relief of permanent injunction, restraining the respondent-defendant from selling, transferring, alienating, mortgaging, leasing, exchanging, or gifting the suit land in any illegal or forcible manner, or in any manner whatsoever detrimental to the rights of the petitioner-plaintiff.

2.2 It is evident from the pleadings in the suit that the respondent-defendant had agreed to sell the suit property for a total consideration of Rs. 1,60,000/-, and in this regard, executed a valid agreement to sell dated 05.10.2020 in favour of the petitioner-plaintiff, undertaking to execute a registered sale deed in his favour by 26.12.2020. On the date of execution of the aforesaid agreement, the respondent-defendant received a sum of Rs. 1,50,000/- as earnest money towards the sale price from the petitioner-plaintiff and undertook to execute the sale deed on or before 26.12.2020.

2.3 The petitioner-plaintiff was always ready and willing, and continues to remain ready and willing, to perform his part of the contract. On 28.12.2020 (26.12.2020 and 27.12.2020 being holidays on account of Saturday and Sunday), the petitioner-plaintiff went to the Tehsil Office, Sri Hargobindpur, along with the balance sale consideration, but the



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respondent-defendant failed to turn up. Thus, it is submitted that the respondent-defendant has failed to perform his part of the contract.

2.4 Notice of the suit was duly issued to the respondent-defendant, but he did not appear, and consequently, he was proceeded against *ex parte*, vide order dated 06.12.2022.

2.5 The petitioner-plaintiff, before the lower Court, examined as many as three witnesses and thereafter, upon appreciation of the evidence, the suit of the petitioner-plaintiff was decreed vide judgment and decree dated 12.09.2023 (Annexure P-2), passed by the learned lower Court, directing him to deposit the balance sale consideration amount in Court within a period of two months from the date of the decree.

2.6 The petitioner-plaintiff thereafter moved an application seeking permission to deposit Rs.10,000/- as balance sale consideration in Court, but the same was dismissed, vide order dated 29.04.2025 (Annexure P-1), which is the order under challenge in the present revision petition.

3. Learned counsel for the petitioner-plaintiff has contended that the petitioner was always interested in depositing the balance sale consideration amount, which is merely Rs. 10,000/-, in Court in compliance with the judgment and decree dated 12.09.2023 (Annexure P-2), passed by the learned lower Court. However, due to non-availability of the certified copy, the petitioner-plaintiff could not approach the Court within the prescribed period granted by the learned lower Court.

3.1 It is further contended that the petitioner-plaintiff requested his counsel on several occasions to hand over the certified copy of the



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judgment and decree, but the same was delayed on one pretext or the other. Ultimately, the petitioner received the certified copy of the judgment and decree dated 12.09.2023 on 15.12.2023. Thus, it is submitted that, for the aforesaid reasons, the petitioner-plaintiff could not deposit the balance sale consideration within the period of two months, as directed in the judgment and decree dated 12.09.2023 (Annexure P-2).

4. I have heard learned counsel for the revisionist-petitioner and perused the paper book.

5. In view of the order proposed to be passed, notice is not being issued to the respondent, as the same would delay the proceedings besides entailing additional expense to the respondent.

6. In the impugned order dated 29.04.2025 (Annexure P-3), the learned Civil Judge (Junior Division), Batala, has observed that the Court cannot extend the time in a routine or casual manner and, since the plaintiff was specifically directed to deposit the remaining sale consideration amount within two months, no ground was made out to extend the time. Accordingly, the application was dismissed, vide order dated 29.04.2025 (Annexure P-3), which is now under challenge.

7. The Hon'ble Supreme Court of India, in *Balbir Singh and another vs. Baldev Singh (deceased) and others* (Civil Appeal Nos. 563-566 of 2025, decided on 17.01.2025), has held that where there is a decree for specific performance, extension of time for payment does not amount to modification of the decree. It was categorically held that the Court does not lose jurisdiction after granting a decree for specific performance, nor does



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it become *functus officio*.

8. In view of the judgment in *Balbir Singh's case* (supra), this Court is of the considered view that since the judgment and decree was passed in favour of the petitioner-plaintiff on 12.09.2023, wherein only two months' time was granted to deposit the balance sale consideration amount of Rs. 10,000/-, the learned Court below ought not to have recorded a finding in its order dated 29.04.2025 (Annexure P-3) that, as specific time of two months had been granted for deposit of the balance sale consideration and the application for depositing the said amount was moved at a later stage, the same was liable to be dismissed.

9. Keeping in view the aforesaid facts and circumstances of the present case, the impugned order dated 29.04.2025 (Annexure P-1), passed by the learned Civil Judge (Junior Division), Batala, is hereby set aside. One month's further time is granted to the petitioner-plaintiff to deposit the balance sale consideration amount of Rs. 10,000/- in Court, whereafter the learned trial Court shall proceed further in accordance with law.

10. The petition stands allowed accordingly.

11. Pending miscellaneous application(s), if any, shall also stand disposed of.

**AUGUST 25, 2025**  
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**(AMARINDER SINGH GREWAL)**  
**JUDGE**

Whether Speaking	Yes
Whether Reportable	No