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IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH

CR-4684-2025

Date of decision : 23.07.2025

Ramesh Kumar Khattar

... Petitioner

Versus

The Shri Shyam Co-op Urban (N.A.) thrift and Credit Society Limited

... Respondent

CORAM: HON'BLE MR. JUSTICE VIKAS BAHL

Present: Mr.Ashutosh Kaushik, Advocate
for the petitioner.

VIKAS BAHL, J.(ORAL)

1. This is a Civil Revision Petition filed under Article 227 of the Constitution of India against orders dated 19.01.2024 (Annexure P-7), 07.05.2025 (Annexure P-12), 13.05.2025 (Annexure P-13) and 03.07.2025 (Annexure P-14) vide which the objections of the petitioner have been dismissed in execution petition no.217 of 2019 and conditional warrants of arrest has been issued against the petitioner by the Civil Judge (Jr.Div.), Hisar.

2. The petitioner in the present case has made every endeavour to delay the execution proceedings and to back track from the statement made by him in the proceedings under Section 138 of the Negotiable Instruments Act on 22.04.2015. It is not in dispute that the complainant-respondent had



filed a complaint under Section 138 of the Negotiable Instruments Act in which on 22.04.2015 a statement was made by the present petitioner to save himself from being convicted. The order dated 22.04.2015 passed by the Presiding Officer, Daily Lok Adalat, Hisar in the said proceedings is reproduced hereinbelow:-

*“Complainant with Shri M.S.Saini, Advocate.
Accused on bail with Shri Vinod Guree, advocate.*

AWARD

*File put up before me after lunch. **The accused, identified by his counsel, vide his separate statement reduced into writing stated that the matter has been compromised between him and the complainant and he has agreed to pay an amount of Rs.3,20,000/- (Rs. Three lac twenty thousand only), as full and final settlement and he will make the payment in the installments of Rs.7000/-each starting from April, 2015. He has also stated that he will give the interest at the rate of 13% with half yearly rest instead of 18%. He will be having right to obtain NOC from the complainant-society after making the payment. He has also stated that he has made the statement without any pressure.***

*2. **In view of the statement of accused, the learned counsel for the complainant, has acknowledged the statement made by the accused. He has stated that he has no objection if case is decided in Lok Adalat, as per the statement.***

*3. **Keeping in view the statements of accused as well as the complainant and the judgment passed in K.N.Govindan Kutty Menon Vs. C.D.Shaji (SC) 2012 (1) RCR (Cri.), 110, the matter is taken up in the Daily Lok Adalat.***



4. *Considering the statement of accused that he has undertaken to pay an amount of Rs.3,20,000/-, to the complainant as well as the statement of the complainant, it appears that the complainant is concerned with his payment only and will be satisfied if the same is made by the accused as undertaken by him vide his statement of even date. Hence, keeping in view the statement of parties, as the accused has acknowledged his liability to pay an amount of Rs.3,20,000/-, the complaint in hand is hereby disposed of without any order as to costs as the present settlement arrived at between the parties is likely to curb the litigation and delay. The Award is passed to the effect that accused is directed to make the payment as per his even date statement and is bound by his statement. The complainant is also bound by his statement.*

5. *Before parting with present award, it is made clear that if the accused failed to make the payment as per today's settlement then in view of case law cited as K.N.Govindan Kutty Menon's case (supra), the complainant will be at liberty to file the execution qua payment undertaken by the accused today in court that is an amount of Rs.3,20,000/-, in the competent Civil Court. It is also made clear that in case payment (undertaken) is not made by the accused within the time undertaken by him and if the complainant is constrained to initiate proceedings against the accused in the execution proceedings, 10% of the cheque amount will also be recovered from the accused as costs to be paid/ deposited with D.L.S.A., Hisar. File be consigned to the record room.*

*Indu Bala,
Presiding Officer,
Daily Lok Adalat,
Hisar/22.4.2015.”*

A perusal of the above order would show that the present



petitioner, who was the accused in the said proceedings, had stated that he had compromised the matter and had agreed to pay an amount of Rs.3,20,000/- as full and final settlement and had further stated that he would make the said payment in installments of Rs.7000/- each starting from April, 2015 and that he would give the interest at the rate of 13% with half yearly rest instead of 18%. In view of the said statement made vide which the petitioner had acknowledged his liability and had also undertaken to make the payment, an award was passed and the accused was bound by his statement. It was further provided that in case the present petitioner did not make the payment as per his statement, it would be open to the complainant to file execution proceedings and 10% of the cheque amount was also liable to be recovered from the accused as costs.

3. The respondent-complainant had filed execution petition dated 22.07.2015 and in the said execution proceedings, the petitioner had appeared and given a sum of Rs.25,000/- to the decree holder and had further made a statement that he would pay the amount regularly and thus, the said execution petition was withdrawn. The said facts are apparent from a bare reading of the execution petition dated 01.07.2019 and the said facts have not been disputed before this Court. Thereafter, since the petitioner again stopped making payment, the complainant had to file another execution application dated 01.07.2019 (Annexure P-4) and in the said application, it was stated that the petitioner was not making the payment as per his statement. Frivolous objections were filed by the petitioner to delay



the proceedings which were dismissed on 19.01.2024 by the Executing Court. The petitioner had raised an argument before the Executing Court that certain payments were made by the petitioner prior to 22.04.2015. The Executing Court however rejected the said argument by observing that the petitioner was required to show that he had complied with the award dated 22.04.2015 and payment subsequent to 22.04.2015 were required to be taken into consideration and also observed that nothing has come on record that after 22.04.2015, accused had made the payment of Rs.3,20,000/- and that nothing was outstanding against him and thus even after lapse of 8 years, the decree holder had not got his legitimate dues. It was observed that the Executing Court cannot go beyond the decree. It was also noticed that no appeal / revision has been filed against the order dated 22.04.2015. The relevant portion of the said order is reproduced hereinbelow:-

“.....On behalf of DH, some payments alleged to be made by JD after passing of Award dated 22.04.2015 has not been disputed. In regard to the payments alleged to be made by JD before passing of Award dated 22.04.2015, this Court is of the view that the same are irrelevant for deciding the present execution petition. As already discussed above, award dated 22.04.2015 was passed as accused/JD himself had suffered a statement before the Court on 22.04.2015 in presence of his counsel that he is liable to pay an amount of Rs.3,20,000/- alongwith interest rate of 13% with half yearly rests, to the DH society. Nothing has come on record that after 22.04.2015, accused had paid an amount of Rs.3,20,000/- to DH and nothing is outstanding against him

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(JD). Prima facie it reveals that JD is just delaying the proceedings of the execution and is raising false averments for escaping his liabilities. The Award was passed against JD on 22.04.2015 and since then approximately 8 years have elapsed and complainant/DH is still fighting for getting his legitimate dues from the JD. As per Award dated 22.04.2015, complaint of the complainant/DH was decreed and being executing court, this court cannot go behind the Award dated 22.04.2015 as Executing Court has very limited role to play. It has to execute the Award as it stands. Nothing has come on record to prima facie show or to establish that any fraud was played with JD by DH for getting the Award dated 22.04.2015 passed. On perusal of the objections filed by the objectors reveals that all the objections are vague and general in nature. In the present case the Court on the basis of compromise, has passed the Award dated 22.04.2015 and no appeal/revision whatsoever against this Award has been filed till today and for passing the Award in favour of DH, therefore, Award dated 22.04.2015 has attained its finality. Accordingly, there is no merit in the present objections and the same stands dismissed. Hence. in view of above-said facts, the objections filed on behalf of JD are hereby dismissed being devoid of any merits.

Pronounced in open Court.

Dated: 19.01.2024.”

4. The said order was passed on 19.01.2024 and was not immediately challenged thereafter and is now being sought to be challenged along with subsequent orders after a period of more than 1 year and 6 months. Subsequent to the passing of order dated 19.01.2024, several orders



were passed including the order dated 07.05.2025 (Annexure P-12) and 13.05.2025 (Annexure P-13). Vide order dated 07.05.2025, it was noticed that an amount of Rs.6,85,999/- was due against the present petitioner and thus, conditional warrants of arrest was issued against the petitioner for 27.05.2025. It was observed that the petitioner be released on the spot if he makes the said payment. Inadvertently, it was mentioned that the amount would be Rs.3,31,084/- in the latter part of the abovesaid order, although in the initial part of the order, the amount had been correctly mentioned. Vide order dated 13.05.2025, the said typographical mistake was ordered to be rectified and the amount which the petitioner was required to pay to save himself from the arrest was mentioned correctly as Rs.6,85,999/-.

5. Thereafter, vide order dated 03.07.2025, fresh conditional warrants of arrest were issued as the earlier conditional warrants of arrest were unserved and the case was adjourned to 16.07.2025. The order dated 16.07.2025 has not been annexed with the present petition but the counsel for the petitioner has handed over a copy of the order dated 16.07.2025 to this Court during the course of arguments and as per the same, the conditional warrants of arrest has still not been executed, whereas the petitioner has chosen to file the present petition and thus, the petitioner is very much aware of the orders passed by the Court. The petitioner is apparently playing hide and seek with the Court. In the present revision petition, all the orders starting from 19.01.2024 (Annexure P-7) i.e., 07.05.2025 (Annexure P-12), 13.05.2025 (Annexure P-13) and 03.07.2025



(Annexure P-14) are sought to be challenged. Learned counsel for the petitioner has raised arguments to the effect that certain amount which the petitioner had paid were being credited to the loan account of his brother. Learned counsel for the petitioner has not been able to show that in pursuance of the order dated 22.04.2015, installment of Rs.7000/- as required vide order dated 22.04.2015 had been paid by the petitioner to the complainant and has further not been able to rebut that the amount of Rs.6,85,999/-, as observed in the order dated 13.05.2025 is not payable to the respondent in pursuance of the order dated 22.04.2015. It is also not in dispute that the order dated 22.04.2015 has attained finality. In the said circumstances, the orders passed by the Court are in accordance with law and the objection filed by the petitioner being frivolous and only to delay the proceedings has rightly been dismissed vide order dated 19.01.2024. All the orders passed subsequent to 19.01.2024 are consequential orders and are in accordance with law.

6. Keeping in view the above said facts and circumstances, the impugned orders are in accordance with law and deserve to be upheld and are upheld and the present petition being meritless deserves to be dismissed and is accordingly dismissed.

(VIKAS BAHL)
JUDGE

July 23, 2025.

Davinder Kumar

Whether speaking / reasoned
Whether reportable

Yes/No
Yes/No