



**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

(121)

CR-6323-2025 (O&M)
Date of Decision:-**10.09.2025**

SOHAN LAL AND ANOTHER

... Petitioners

Versus

SWARANJIT KAUR RANDHAWA AND ANOTHER

... Respondents

CORAM: HON'BLE MR. JUSTICE VIRINDER AGGARWAL

Present:- Mr. Sandeep Khunger. Advocate along with
Mr. Saksham Khunger, Advocate and
Ms. Sirsthi, Advocate
for the petitioners.

VIRINDER AGGARWAL, J. (Oral)

1. The present revision petition has been instituted under Article 227 of the Constitution of India, invoking the supervisory jurisdiction of this Court, to assail the impugned orders dated 10.05.2019 (Annexure P-3), 27.01.2025 (Annexure P-13) and 14.08.2025 (Annexure P-18), whereby the learned Executing Court has imposed a condition directing the successful decree-holder to deposit the balance sale consideration along with interest, as a pre-condition for execution of the sale deed in his favour from the respondent/defendant.

2. A perusal of the initial impugned order reveals that the Executing Court purported to exercise its inherent powers under Section 151 CPC, ostensibly to impart “proper and social justice.” By the said order, the decree-holder was directed to deposit the balance sale consideration with interest at the minimum rate of 6% per annum w.e.f. 12.12.2013. Notably,



the Court went further and incorporated a penal stipulation that, in the event the decree-holder were to assail the said order through a revision petition or otherwise contest the levy of interest, the rate of interest would stand enhanced to 12% per annum. The Court further observed that instead of merely doing “*clerical justice*”, it was inclined to do “*social justice*.”

3. Subsequently, the petitioners moved a fresh application after the earlier execution petition was dismissed as withdrawn in view of the parties’ intended settlement. In the fresh execution proceedings, when the petitioners sought permission to deposit the balance sale consideration, the learned Additional Civil Judge (Senior Division) reiterated the very same conditions, vide order dated 27.01.2025, on the premise that such conditions had been imposed by his predecessor-in-interest. Aggrieved thereby, the petitioners filed a review petition which too was dismissed by the Court below vide order dated 14.08.2025, reiterating the earlier directions and further observing that in the event of non-deposit within a period of two months, the contract shall be deemed to be rescinded.

4. The aforesaid course adopted by the learned Additional Civil Judge (Senior Division), Kapurthala, clearly reflects an exercise of jurisdiction that is neither conferred upon nor vested in an Executing Court. In the zeal to do “social justice,” the Executing Court has transgressed the settled legal parameters and ignored the fundamental principle that an Executing Court is bound by the decree and cannot travel beyond its terms. The insertion of a condition relating to payment of interest, which does not form part of the decree, amounts to a patent jurisdictional error and is wholly unsustainable.



5. The controversy in hand stands squarely covered by the judgment of the Hon'ble Supreme Court in "**State of Punjab and Others v. Krishan Dayal Sharma, AIR 1990 SC 2177**", wherein at para No.3, the Hon'ble Apex Court has categorically held that an Executing Court cannot go behind or beyond the decree and the relevant portion of the same is as under:-

"3. There is no dispute between the parties that the decree which was put to execution did not contain any order or direction for the payment of any interest on the amount which was payable to the decree holder consequent to the declaration made by the Court decreeing the respondent's suit. There is further no dispute that no relief for interest had been claimed by the respondent in the suit nor any such claim was discussed or awarded by the Court decreeing the suit. In the absence of pleadings and directions in the judgment or decree which was under execution, it was not open to the executing court to award interest. The Execution Court is bound by the terms of the decree, it cannot add or alter the decree on its notion of fairness or justice. The right of the decree holder to obtain relief is determined in accordance with the terms of the decree. The Execution Court has referred to a number of decisions where interest had been granted on the arrears of salary and pension. The Execution Court failed to appreciate that in those decisions direction for payment of interest had been issued by the Court while granting relief for reinstatement or payment of arrears of salary or pension. None of those decisions relate to the grant of interest by the Execution Court. No doubt the Courts have power to award interest on the arrears of salary or pension or other amount to which a Government servant is found entitled having regard to the facts and circumstances of the case but that power



cannot be exercised by the Execution Court in the absence of any direction in the decree.”

6. In view of the foregoing discussion, the impugned orders cannot be sustained in the eyes of law and are accordingly set aside as Court failed to exercise the power of review vested in it when patent illegality in order was brought to the Executing Court. The petitioners, being the successful decree-holder, is directed to deposit the balance sale consideration before the learned Executing Court, whereupon the execution proceedings shall be carried forward in accordance with the terms of the decree.

7. However, observations made herein above may not to be construed as opinion on the merits of the case. Same are purely confined to the present controversy and deliberations.

8. Since the main case has already been adjudicated and stands disposed of by this order, all pending miscellaneous application(s), if any, which do not survive independently, shall also stand disposed of accordingly.

10.09.2025
Gaurav Sorot

(VIRINDER AGGARWAL)
JUDGE

Whether reasoned / speaking? Yes / No

Whether reportable? Yes / No