



CR-7012-2025 (O&M)

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

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**CR-7012-2025 (O&M)
Decided on :-30.09.2025**

Smt. Maya

....Petitioner

VERSUS

Smt. Pushpa Devi

....Respondents

CORAM : HON'BLE MS. JUSTICE MANDEEP PANNU

Present: Mr. Johan Kumar, Advocate for the petitioner.

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MANDEEP PANNU J.

1. The present revision petition has been filed under Article 227 of the Constitution of India by the petitioner-judgment debtor assailing the order dated 08.09.2025 passed by the learned Civil Judge (Senior Division), Palwal whereby the objections preferred by the petitioner in execution proceedings have been dismissed. Notice to the respondent is dispensed with as the matter involves a short question of law.

2. The facts are not in serious dispute. The respondent-plaintiff had instituted a suit for specific performance on the basis of agreement to sell dated 06.05.2015 with respect to 6 marlas of land forming part of Khewat/Khata No. 323/340 situated in the revenue estate of village Teekri Brahman, District Palwal. The total sale consideration was fixed at Rs.7,00,000/- out of which the plaintiff had already paid Rs.3,00,000/-. The trial Court decreed the suit vide judgment and decree dated 25.11.2021 by directing the defendant to execute the sale deed in favour of the plaintiff upon receiving the balance sale consideration of Rs.4,00,000/- within a period of two months, failing which the plaintiff was entitled to have the sale deed executed through Court .



3. The decree was challenged by the plaintiff herself before the first appellate Court to the extent of the findings relating to balance sale consideration, but the appeal was dismissed on 12.03.2024. Thereafter, execution petition No.EXE-62/2024 was filed. The judgment debtor raised objections on the ground that the decree holder had not deposited the balance sale consideration of Rs.4,00,000/- within the period of two months as stipulated in the decree dated 25.11.2021, nor had she filed any application seeking extension of time under Section 28 of the Specific Relief Act, 1963. It was contended that the decree thus became inexecutable and that the executing Court had no jurisdiction to allow deposit of balance consideration belatedly. Reliance was placed on the decision of the Hon'ble Supreme Court in *Ram Lal vs. Jarnail Singh 2025 INSC 301*.

4. The Executing Court, however, after considering rival submissions, noticed that vide order dated 28.08.2024 the then learned Civil Judge (Sr. Divn.), Palwal had already allowed the application filed by the decree holder for depositing balance sale consideration, and pursuant thereto the amount had indeed been deposited. It was further noticed that the appeal filed by the decree holder had already been dismissed and the decree had attained finality. In that view, the Executing Court held that the objections were devoid of merit and dismissed the same.

5. Having heard learned counsel for the petitioner and having perused the record, I find no infirmity in the impugned order. It is trite that an executing Court cannot travel behind the decree but at the same time it has to ensure proper execution in accordance with law. The decree dated 25.11.2021 specifically provided that on deposit of balance sale consideration, the decree holder would be entitled to execution of the sale deed. The contention of the petitioner that non-deposit within the stipulated period rendered the decree inexecutable cannot be



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accepted in the facts of this case. This Court notices that vide judicial order dated 28.08.2024 passed in the very execution proceedings, the decree holder was permitted to deposit the balance sale consideration, and the same has been deposited. Once that order has not been challenged and has attained finality, the petitioner cannot now be permitted to urge that the decree has become inexecutable.

6. The reliance placed on *Ram Lal vs. Jarnail Singh (supra)* does not advance the case of the petitioner. In the said decision, the Hon'ble Supreme Court reiterated that rescission of a contract under Section 28 of the Specific Relief Act is not automatic and unless a vendor or judgment debtor applies for rescission, mere expiry of the time fixed for deposit does not by itself nullify the decree. Thus, rather than supporting the petitioner, the ratio in fact goes against her. The provision of Section 28 empowers the Court to extend the time or rescind the contract only on an application by the vendor, which has admittedly not been made in the present case.

7. The decree having attained finality, and the balance sale consideration having been deposited under orders of the executing Court, no ground is made out to hold that the impugned order suffers from any illegality or perversity.

8. The revision petition is accordingly dismissed. However, it is clarified that nothing stated herein shall affect the merits of the execution proceedings, and the Executing Court shall proceed further in accordance with law.

9. Pending application(s), if any, also stand disposed of.

September 30, 2025
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(MANDEEP PANNU)
JUDGE

Whether speaking/non-speaking : Speaking
Whether reportable : Yes/No