



CR-5756-2025 (O&M)

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

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**CR-5756-2025 (O&M)
Decided on :- 26.08.2025**

Parveen Rani

...Petitioner

VERSUS

Sanjeev Kumar

...Respondent

CORAM : HON'BLE MS. JUSTICE MANDEEP PANNU

Present: Mr. Navkesh Singh Goraya, Advocate for the petitioner.

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MANDEEP PANNU J.

1. Present revision petition has been directed against the order dated 05.07.2025, passed in Execution No. 861 of 2014 titled "*Sanjeev Kumar v. Ashu Bala and another*", pending before the Court of Civil Judge (Junior Division), Ludhiana, whereby the objections filed by Judgment Debtor No.2 (petitioner herein) were dismissed.

Brief Facts

2. The facts, in brief, are that Sanjeev Kumar (plaintiff/decree-holder) filed a suit for possession by way of specific performance of agreement to sell dated 16.02.2013, executed between plaintiff and defendant No.1 with regard to the suit property. Petitioner-Parveen Rani, was arrayed as defendant No.2, a necessary party on the ground that she was attorney of defendant No.1 and empowered to execute the sale deed of disputed agreement to sell. It was further pleaded that defendant No.1 failed to honour her promise and that defendant No.2 also failed to execute the sale deed despite notice.

3. However, none appeared on behalf of defendants in the civil suit and accordingly they were proceeded against ex-parte vide judgment and decree dated 24.04.2014. Thereafter, an execution petition was filed.



4. In the said execution petition, petitioner/judgment-debtor No.2 filed objections, whereby she has stated that an ex parte decree dated 24.04.2014 was passed against her and defendant No.1, without due service of summons. She claims that she came to know about the ex parte order only in 2022, when the execution application was filed and that decree-holder/plaintiff had obtained an ex parte decree behind their back. The petitioner/judgment-debtor alleges that summons were manipulated and incomplete address was deliberately mentioned to procure an ex parte order. She has already filed an application under Order IX Rule 13 CPC for setting aside the ex parte decree, which is still pending. It is further contended that the agreement to sell dated 16.02.2013 in favour of Sanjeev Kumar is false and frivolous. She and her family are residing in the suit property for last nine years, electricity connection, Aadhaar cards and other documents show her possession. Her husband Darshan Kumar is a bona fide purchaser for valuable consideration under a separate full and final agreement to sell executed by defendant No.1, besides a General Power of Attorney dated 25.10.2013. Defendant No.1 mortgaged the property with Cholamandalam Finance for ₹7 lakhs and Darshan Kumar has been paying instalments since 2014. Valuable ownership and possession rights have accrued in favour of petitioner/judgment-debtor No.2 and her family and any eviction would cause irreparable loss. On these grounds, petitioner/judgment-debtor No.2 sought dismissal of execution.

5. The decree-holder opposed the objections contending that the objections are not maintainable. Judgment-debtor No.2 was aware of the proceedings but willfully absented herself. The alleged subsequent agreement to sell in favour of Darshan Kumar is fraudulent and afterthought to defeat plaintiff's lawful rights. Plaintiff's agreement dated 16.02.2013 is valid and genuine; decree is final and binding.

**Findings of Executing Court**

6. The Executing Court, after hearing both sides, dismissed the objections with the observations that judgment-debtor No.2 herself admits that her alleged agreement to sell in favour of her husband is subsequent to the plaintiff's agreement dated 16 February 2013. It is settled law that if two agreements to sell are executed for the same property, the prior agreement prevails, while subsequent agreements cannot override the earlier one. The decree dated 24.04.2014 has attained finality and there is no stay order from any appellate court. The Executing Court cannot go behind the decree. Accordingly, the objections were dismissed being devoid of merit.

Findings

7. This Court has carefully examined the record, the impugned order, and the submissions advanced.

8. It is undisputed that an ex parte decree dated 24 April 2014 has been passed in favour of decree-holder Sanjeev Kumar. Petitioner/judgment-debtor No.2 has already filed an application under Order IX Rule 13 CPC challenging the same. However, unless the ex parte decree is set aside, the Executing Court is bound to execute it. There is admittedly no stay order operating against the decree.

9. So far as the objection of JD No.2 that her husband Darshan Kumar had also obtained an agreement to sell from defendant No.1 and that on that basis she is in possession, the same cannot form the basis to dismiss the execution petition which is to be executed as per judgment and decree dated 24.04.2014. The alleged agreement is subsequent to the agreement in favour of decree-holder. Law is well settled that a subsequent purchaser or agreement holder takes the property subject to prior rights. If Darshan Kumar claims enforceable rights under his



alleged agreement, the proper course was to institute a separate suit for specific performance. No such suit has been filed till date.

10. The plea of possession and improvements made by JD No.2 also cannot override a valid decree for specific performance. At best, these are matters of equity which may be considered in independent proceedings, but not grounds to defeat execution of a decree.

11. The plea of improper service of summons also cannot be adjudicated in execution. That issue is already sub judice in her pending application under Order IX Rule 13 CPC. The Executing Court rightly observed that such questions cannot be gone into at the stage of execution.

Conclusion

12. In light of the above and on the following grounds, this Court is of the considered view that the objections filed by petitioner/judgment-debtor No.2 are wholly untenable.

Firstly, the decree dated 24.04.2014 in favour of decree-holder Sanjeev Kumar has not been stayed, modified or set aside by any competent court. In absence of such order, the Executing Court is bound to execute the decree.

Secondly, the objections raised by the petitioner/judgment-debtor No.2 virtually amount to challenging the validity of the decree itself. It is settled law that an executing court cannot go behind the decree or sit in appeal over its correctness. The remedy of JD No.2 is in her pending Order IX Rule 13 application or by way of appeal, not by objections in execution.

Thirdly, no independent suit has been filed by the petitioner/judgment-debtor No.2 or her husband seeking specific



performance of their alleged agreement. If they genuinely had enforceable rights, they ought to have pursued them in accordance with law. Having failed to do so, they cannot obstruct execution of a lawful decree under the garb of objections.

Fourthly, the allegations of fraud or improper service of summons are matters for adjudication in proceedings under Order IX Rule 13 CPC. Those cannot form the basis to resist execution.

13. Thus, the objections raised by the petitioner/judgment-debtor No.2 are not only baseless but also intended to delay the execution proceedings. They do not disclose any valid ground recognised in law to obstruct or nullify a decree which has attained finality.

14. Accordingly, this Court finds no illegality or perversity in the impugned order dated 05.07.2025 passed by the Executing Court.

15. The revision petition is dismissed. The objections filed by the petitioner/judgment-debtor No.2 having no basis in law or fact, were rightly rejected by the Executing Court.

16. No order as to costs.

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

August 26, 2025
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(MANDEEP PANNU)
JUDGE

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