



CR No.239 of 2021 (O&amp;M)

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

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**CR No.239 of 2021 (O&M)  
Date of Decision: 03.05.2025**

**VIRENDER SINGH****.....Petitioner****Vs****SHIV NARAIN AND OTHERS****...Respondents****CORAM: HON'BLE MR. JUSTICE HARKESH MANUJA**

Present: Mr. Birender Singh Rana, Sr. Advocate with  
Mr. P.S. Poonia, Advocate and  
Mr. Pulkit Dhanda, Advocate  
for the petitioner.

Mr. Sandeep K. Sharma, Advocate and  
Ms. Ritu Joshi Sharma, Advocate and  
Ms. Saroj Kumari, Advocate  
for respondent No.1.

Mr. Harsh Kinra, Advocate and  
Ms. Apoorva Kinra, Advocate  
for respondent Nos.2 and 3.

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**HARKESH MANUJA, J. (Oral)**

1. By way of present revision petition filed under Article 227 of the Constitution of India, challenge has been laid to an order dated 18.12.2020 passed by the Addl. Civil Judge (Sr. Divn.) Rohtak, whereby an application filed on behalf of the petitioner seeking amendment in the plaint as well as in the judgment and decree dated 29.11.2011 passed in Civil Suit No.108 of 2008 titled 'Sh. Virender Singh vs. Shiv Narain and others' was dismissed.

2. Briefly stating in the present case, petitioner-plaintiff filed a suit for specific performance on the basis of agreement to sell dated 19.11.2018 regarding land situated in the revenue estate of village Mouja Para Tehsil and District Rohtak with the averment that earnest money to the tune of Rs.2.5 lakhs was paid by him to the respondents-defendants. Based on some assignment of right by the



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petitioner-plaintiff, it was prayed that the sale deed be executed in favour of M/s Panchsheel Housing Building Society, Rohtak.

3 The Trial Court vide judgment and decree dated 29.11.2011 decreed the suit to the following effect:-

*“It is ordered that the suit of the plaintiff is decreed with costs. A decree for specific performance of the contract is passed in favour of the plaintiff and against the defendants. The defendants are directed to get registered the sale deed regarding the suit land in favour of M/s Panchsheel Housing Building Society on payment of balance sale consideration of Rs.3,80,000/- which shall be paid by the plaintiff. A decree for possession is also passed to the extent of the share of the defendants in the suit land in favour of the plaintiff.”*

4. At this stage, both the parties are *ad idem* that the judgment and decree dated 29.11.2011 has attained finality. Though in execution, upon payment of balance sale consideration the sale deed dated 21.08.2019 was registered in favour of plaintiff, however it was later declared to be not binding upon anyone.

5. In the given facts, as per the humble opinion of this Court, it is incomprehensible as to how the decree was passed for execution of sale deed in favour of M/s Panchsheel Housing Building Society which was never arrayed as party in the suit, yet at this belated stage once the judgment and decree dated 29.11.2011 has already attained finality; without expressing any opinion on the said issue and as prayed for by learned counsel for both the parties, without going into merits of the controversy in hand whereby the application moved at the instance of petitioner seeking amendment of plaint as well as judgment and decree for issuance of direction/declaration that the sale deed be executed in his favour stands declined; the entire dispute can be put at rest in case the Executing Court in furtherance of the judgment and decree dated 29.11.2011 passed by the Trial Court directs for execution of the sale deed in favour of M/s Panchsheel Housing



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Building Society, if at all permissible in law subject to any application made on its behalf within four weeks from today.

6. In view of aforesaid discussion, the instant petition is disposed of. All pending application(s), if any, shall also stand disposed of.

**May 03, 2025**

*Atik*

**(HARKESH MANUJA)**  
**JUDGE**

Whether speaking/reasoned  
Whether reportable

Yes/No  
Yes/No