

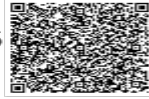
**IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH****122****CR-1301-2025 (O&M)****Date of decision: 03.03.2025****Alam Mohammad @ All Mohammad****...Petitioner(s)****Vs.****Ashok Kumar and others****...Respondent(s)****CORAM: HON'BLE MS. JUSTICE NIDHI GUPTA**

Present:- Mr. Sahil Koundal, Advocate for
Mr. R.K.Dadwal, Advocate for the petitioner.

*********NIDHI GUPTA, J.**

Present petition has been filed by the plaintiff/decreed holder under Article 227 of the Constitution of India for quashing of the order dated 13.09.2019 (Annexure P-4) passed by the learned Civil Judge (Junior Division), Hoshiarpur, whereby the application filed by the petitioner/plaintiff under Section 148 CPC for enlargement of time for depositing the sale consideration amount, has been dismissed in the execution proceedings; and order dated 21.12.2023 (Annexure P-5) passed by the learned District Judge, Hoshiarpur, whereby the appeal filed by the petitioner/plaintiff against the order dated 13.09.2019 has been dismissed.

2. Learned counsel for the petitioner *inter alia* submits that the application filed by the petitioner for enlargement of time to pay the balance sale consideration to the respondents/judgment debtors, has been wrongly dismissed as the learned Courts below failed to appreciate that the

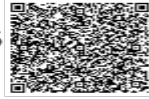


petitioner could not deposit the amount within the stipulated period due to impression that since the service of the judgment debtors has not been completed, he will deposit the same thereafter. It is submitted that as per Section 151 CPC, the Court has the discretionary power to enlarge time from time to time. It is accordingly prayed that the present petition be allowed; and the impugned orders be set aside.

3. No other argument is raised on behalf of the petitioner/plaintiff.

4. I have heard learned counsel for the petitioner/plaintiff and perused the case file in great detail.

5. I find no merit in the submissions advanced on behalf of the petitioner. The facts of the case are that the petitioner/plaintiff had filed a Civil Suit No. 347/12 against the respondents/defendants for specific performance of the Agreement to Sell dated 24.07.1994 and 19.09.1994. Vide judgment and decree dated 29.08.2017 the learned trial Court had decreed the suit of the petitioner; and the respondents/defendants were directed to execute Sale Deed as per Agreement in favour of the petitioner/deed holder. On 10.10.2017, the respondents/defendants filed an appeal against the judgment and decree dated 29.08.2017. In the meantime, the petitioner/deed holder filed an Application No. 82 dated 18.07.2018 (Annexure P-1) for execution of the decree. The respondents appeared and filed objections to the said application on 30.08.2019. Vide order dated 03.09.2019 (Annexure P-2), objections of the respondents/judgment debtors were dismissed. Thereafter, petitioner filed



an application dated 07.09.2019 (Annexure P-3) praying for enlargement of time to pay the balance sale consideration. The said application of the petitioner has been dismissed by the impugned orders.

6. It is admitted fact on record that vide judgment and decree dated 29.08.2017, the suit of the petitioner/plaintiff was decreed with costs to the effect that Agreement to Sell dated 24.07.1994 and 19.09.1994 were proved on record; therefore the petitioner was held entitled to specific performance of the said Agreements; and respondents/defendants were directed to execute the Sale Deed upon the *“balance sale consideration being paid by the petitioner/plaintiff within a period of 2 months.”* Admittedly, the petitioner has failed to make the said payment within the time stipulated in the decree. The only reason as stated by learned counsel for the petitioner during the course of arguments; as also stated in para 10 of the present petition, is that he failed to make the payment *“due to impression that since service of the judgment debtors has not been completed; he will deposit the same thereafter.”* Clearly the ostensible reason cited by the petitioner does not constitute any ground, let alone sufficient cause, for not complying with the decretal directions. Therefore, the petitioner has failed to perform his part of contract. The said direction was irrespective of, and independent of any execution proceedings that were initiated by the petitioner. In any event, the reason sought to be cited by the petitioner is puerile and spurious as the judgment and decree of learned trial Court is 29.08.2017 as per which petitioner was required to deposit the balance sale consideration by 28.10.2017; whereas execution



application was filed by the petitioner on 18.07.2018. As such, petitioner has failed to give cogent reasons for non-compliance of the directions of the learned trial Court to deposit the balance sale consideration within the stipulated period of 2 months. Consequentially, no interference is called for in the impugned orders.

7. The present petition is hereby **dismissed**.
8. Pending application, if any, stands disposed of.

03.03.2025

Divyanshi

**(NIDHI GUPTA)
JUDGE**

Whether speaking/reasoned:	Yes/No
Whether reportable:	Yes/No