2026:PHHC:060419

IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

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CR-3339-2026
Date of decision: 21.04.2026

LUDHIANA IMPROVEMENT TRUST, LUDHIANA AND ANOTHER

....Petitioners

Versus

PARVEEN KUMAR ...Respondent

CORAM: HON'BLE MR. JUSTICE YASHVIR SINGH RATHOR

Present : Mr. K.S. Dadwal, Advocate for the petitioner.

YASHVIR SINGH RATHOR. J.(Oral)

1. Present revision petition has been filed under Article 227 of the Constitution of India for setting aside the impugned order dated 18.12.2025 (Annexure P-9), passed by learned Civil Judge (Junior Division), Ludhiana, whereby, the objections filed by the petitioners/Judgment Debtors under Section 47 CPC have been dismissed and another order of even date dated 18.12.2025 (Annexure P-10), whereby, the application filed by the respondent-decree-holder under Section 148 CPC has been allowed and JD has been directed to accept the balance sale consideration in terms of judgment and decree as well as the order dated 18.12.2025 (Annexure P-11).

2. I have heard learned counsel for the petitioner and have gone through

the material placed on the file.

3. The objections under Section 47 CPC have been moved by the Judgment Debtors with the allegations that decree was obtained by concealment of material facts, fraud, non-maintainability of original suit, violation of provisions of Punjab Town Improvement Act, pendency and dismissal of the consumer proceedings and non-compliance of terms of allotment by decree-holder. It was also submitted that execution petition is not maintainable and is liable to be dismissed.

4. Decree-holder filed reply to the application, submitting that the application is not maintainable and has been filed just to delay the proceedings and to harass him. The decree has attained finality and dismissal of the same was sought.

5. Perusal of the record shows that the suit filed by the plaintiff against defendants-JDs has been decreed and a decree for mandatory injunction has been passed, directing defendants to deliver actual physical possession of the suit property to the plaintiff after removing encroachments by other persons on payment of outstanding amount @ Rs.4808/- per square yard. Now, it has been alleged that the decree has been obtained by concealing true facts and same is based on fraud and the suit was not maintainable.

6. However, the pleas raised in the objections could have been raised in the main suit only and once suit has already been decreed, the Executing Court cannot go behind the decree and the same has to be implemented as such and the objections are beyond the scope of the execution proceedings. Learned Executing Court has also rightly observed that a decree cannot be nullified in execution

merely on bald allegations of fraud without any prior adjudication to that effect and the execution proceedings are not a forum for re-trial or reopening of concluded issues. Resultantly, there is no merit in the objections under Section 47 CPC moved by the Judgment Debtors and the Executing Court has rightly dismissed the same.

7. By way of another application which culminated into order dated 18.12.2025 (Annexure P-9), decree holder sought time for enlargement of time for depositing/payment of the sale price as stipulated in the decree with the averments that the decree holder was always ready and willing to comply with the decree and had got prepared a demand draft within the stipulated period but Judgment Debtors deliberately refused to accept the same.

8. Judgment Debtors in their reply have alleged that application is not maintainable and he has concealed true and actual facts from the Court and by playing fraud upon the rights of the JD-Department.

9. However, no plea was taken that JDs have not refused to accept the payment from the decree-holder. Rather, objections have been filed to the effect that judgment and decree under execution was obtained by playing fraud upon the Court and the Department, which shows that the intention of the JDs is not to implement the decree and they are prolonging the same. As such, the trial Court rightly enlarged the time to deposit the amount in exercise of its power under Section 148 CPC read with Section 151 CPC to advance the cause of justice and to prevent the abuse of the process of the Court. No interference in the impugned order dated 18.12.2025 (Annexure P-9) is thus called for.

10. By way of another application moved by decree-holder which

culminated into order dated 18.12.2025 (Annexure P-10) JD has been directed to accept the balance sale consideration in terms of judgment and decree dated 20.12.2024, as JDs have refused to accept the same despite the amount having been offered.

11. In their reply, JDs took a plea that application is not maintainable and decree-holder has concealed true and actual facts from the Court and has played fraud upon the rights of the JD-Department.

12. However, the plea raised by the JDs is not tenable as a valid and subsisting decree exists between the parties, which is sought to be executed. A judgment debtor cannot be permitted to defeat or obstruct the execution of a decree by refusing to accept the amount payable under the decree. Once the decree has attained finality, JDs are bound to comply with the terms and conditions of the decree and plea of fraud cannot be raised during execution proceedings. Refusal on the part of JDs amounts to deliberate non-compliance and obstruction in the execution of the decree and in these circumstances, Executing Court thus rightly issued directions to JDs to accept the balance payment from the decree-holder in consonance with the decree passed in his favour.

13. As a result of the aforesaid discussion, I am of the considered view that the objections filed by the JD-petitioners are frivolous and they are merely harassing the decree-holder and causing hindrance in the implementation of the judgment and decree dated 20.12.2024. The impugned orders dated 18.12.2025 (Annexures P-9, P-10 and P-11) thus do not suffer from any material illegality or manifest error and no interference in the same is called for and the petition in hand is ordered to be dismissed with special costs of Rs.5,000/- recoverable personally

from Executive Officer of Ludhiana Improvement Trust, Ludhiana and to be deposited with CJM-cum-Secretary, DLSA, Ludhiana.

(YASHVIR SINGH RATHOR)
JUDGE

21.04.2026
amandeep

Whether speaking/reasoned. : Yes/No
Whether Reportable. : Yes/No