



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

**CR No.6757 of 2017 (O&M)
Date of Decision: 13.05.2026.**

Veer Singh

...Petitioner

VS

Gulzar Singh and others

...Respondent

CORAM : HON'BLE MR. JUSTICE VIKRAM AGGARWAL

Present: Mr. Namit Gautam, Advocate
for the petitioner.

Mr. Sandeep Sharma, Advocate
for respondent No.1.

Mr. Akshay Jain, Advocate
for respondent No.2.

Mr. Harjinder Singh, Advocate for
Mr. B.S. Bali, Advocate
for respondent No.3.

VIKRAM AGGARWAL, J (ORAL)

The instant revision petition, preferred under Article 227 of the Constitution of India, assails the order dated 15.09.2017 (Annexure P-15) passed by the Court of Additional Civil Judge (Senior Division) Nakodar, vide which the objections filed by the petitioner were dismissed.

2. The facts, as emanating from the revision petition, are that a suit for specific performance of agreement to sell dated 26.11.1996 with respect to land measuring 11 Kanals 16 Marlas situated in Village Bahmania, Tehsil Shahkot, District Jalandhar, was instituted by respondent No.1/plaintiff (Gulzar Singh). The said suit was decreed vide judgment and decree dated 08.10.2004 (Annexure P-1).

3. The case of the petitioner is that he was not aware of the passing of any such judgment and decree as, during the pendency of the suit,



a compromise had been arrived at pursuant to which some amount had also been received by the petitioner/defendant No.1. It has been averred that however, despite the compromise, the suit had not been withdrawn and even after passing of the judgment and decree, no execution petition was filed for eight years. The execution petition (Annexure P-3) was eventually filed in the year 2012.

4. However the suit was decreed vide judgment and decree dated 08.10.2004 (Annexure P-1).

5. As per the petitioner, no execution was filed after the passing of the decree and only in 2012 was an execution petition (Annexure P-3) filed. Objections (Annexure P-4) were filed to the same which was opposed by way of a reply (Annexure P-5). The said objections were dismissed vide order dated 03.01.2014 (Annexure P-6).

Thereafter, the petitioner instituted an appeal against the judgment and decree dated 08.10.2004 along with an application for condonation of delay.

6. However, the said application for condonation of delay was dismissed vide order dated 28.09.2016 (Annexure P-12) passed by the Court of Additional District Judge, Jalandhar.

7. It has been averred that in the execution petition, warrants of possession were issued and, therefore, an objection petition (Annexure P-14) was filed stating that since the relief of possession had not been granted in judgment and decree dated 08.10.2004, the executing Court could not go beyond the decree.

8. The objections were dismissed vide order dated 15.09.2017 (Annexure P-15), leading to the filing of the present revision petition.



9. I have heard learned counsel for the parties.

10. Learned counsel for the petitioner has submitted that the once the relief of the possession had not been granted in the judgment and decree dated 08.10.2004, warrants of possession could not have been issued by the executing Court.

11. *Per contra*, learned counsel for respondents submits that the arguments is fallacious and is devoid of merit. He submits that the matter is covered by a judgment of this Court in the case of ***Jitender Vs. Kuldeep (since deceased) through LRs and others (CR No.4085 of 2023, decided on 23.07.2025)*** wherein it was held that a decree for specific performance of an agreement to sell inherently includes the relief of possession, even if not explicitly stated in the decree and the executing Court is empowered to direct delivery of possession to the decree holder.

12. I have considered the submissions made by learned counsel for the parties.

13. The operative part of the judgment and decree dated 08.10.2004 is as under:-

“17. In view of the findings on above issues, suit of the plaintiff for specific performance of the agreement to sell dated 26-11-1996 is decreed with costs in favour of the plaintiff and against defendant No.1 subject to the payment of mortgaged amount to defendants No. 2 & 3. Plaintiff is directed to deposit the balance sale consideration/mortgaged amount in the court within period of two months from today, thereafter, he shall be entitled to get the sale deed executed from defendant No. 1 or through intervention of the court. Decree sheet be prepared. File be consigned to the record room.”



14. The executing Court issued warrants of possession in the execution petition which led to the filing of objections which were dismissed by the executing Court.

The matter is no longer *res integra*. In the case of *Jitender Vs Kuldeep* (supra), a similar issue had arisen in which it was held as under:-

“9.5 In fact, the matter now stands settled in view of the judgment of the Hon'ble Supreme Court of India in Birma Devi's case (supra) and Babu Lal v. Hazari Lal Kishori Lal, (1982) 3 SCR 94.

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9.6. In Birma Devi's case (supra), a suit for specific performance of an agreement to sell was filed, which was decreed. The original defendant had sold the suit property to some other persons and it was the subsequent purchasers who were contesting the execution proceedings, the decree not having been challenged any further. The executing Court took a view that although there was a decree for specific performance, it did not say anything about putting the plaintiffs in possession and, therefore, declined to hand over possession. The said order was challenged before the High Court, which allowed the petition and set aside the order of the executing Court and the executing Court was directed to issue warrants of possession. The matter reached then reached the Hon'ble Supreme Court of India, wherein after examining the judgment of Babu Lal (supra) and Rohit Kochhar (supra), the Supreme Court upheld the order of the High Court.

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9.7. In Rohit Kochhar's case (supra), the judgment of the Supreme Court of India in the case of Adcon's case (supra) was also considered and thereafter, the view was taken which was upheld in Birma Devi's case (supra).

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9.8. It emerges from the aforesaid binding precedents that when a suit for specific performance of an agreement to sell is filed, the relief of possession is intrinsic in the same and there would be no logic to institute a suit for specific performance of an agreement to sell without seeking possession. In the present case, the trial Court directed the execution of a sale deed. It cannot, by any stretch of imagination, be held that the direction to execute the sale deed was to be without possession.”

15. It is, therefore, clear that the executing Court did not commit any illegality in dismissing the objections filed by the petitioner.

16. That being so, the instant revision petition is found to be devoid of merit and is accordingly dismissed.

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

**(VIKRAM AGGARWAL)
JUDGE**

May 13, 2026

Rekha

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