

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH************130****CR-3974-2026****Date of Decision.:11.05.2026****Kuldeep Chand****.....Petitioner****Vs.****Kesar Singh (deceased) through LRs****.....Respondent****CORAM:- HON'BLE MR. JUSTICE DEEPAK GUPTA**

Present:- Mr. Abhay Gupta, Advocate and
Mr. Anshul Muwal, Advocate
for the petitioner.

**********DEEPAK GUPTA, J. (ORAL)**

The petitioner has filed the present revision petition assailing the order dated 25.02.2026 (*Annexure P-8*) passed by the learned Additional Civil Judge (Senior Division), Khamanon, whereby the application filed by the petitioner seeking permission to deposit the balance sale consideration amount of ₹55,000/- came to be dismissed.

2. Briefly stated, the petitioner had instituted a suit for possession by way of specific performance of agreement to sell dated 21.12.2005. The said suit was decreed by the learned trial Court vide judgment and decree dated 26.02.2014. The defendant-respondent was directed to execute and register the sale deed in respect of the suit property in favour of the plaintiff after receiving the balance sale consideration within a period of three months from the date of decree. It was further directed that in case the defendant failed to execute the sale deed, the plaintiff would be entitled to get the decree executed through Court by filing execution proceedings and by depositing the requisite amount.

3. The record further reveals that after passing of the decree, the



petitioner moved applications in the years 2014 and 2016 seeking permission to deposit the balance sale consideration, however, the same were withdrawn. Thereafter, no effective steps were taken for several years and the present application seeking permission to deposit the amount was moved only in the year 2025, almost 11 years after passing of the decree. The said application has been dismissed by the Executing Court vide the impugned order.

4. Assailing the impugned order, learned counsel for the petitioner submits that once the suit for specific performance stood decreed in favour of the petitioner, the Court ought to have exercised its discretion to permit deposit of the balance sale consideration so as to advance the cause of substantial justice. It is contended that the decree-holder cannot be non-suited merely on account of delay in depositing the amount.

5. This Court has considered the submissions made by learned counsel for the petitioner and has gone through the impugned order as well as the material available on record.

6. The learned Executing Court has passed a detailed and well-reasoned order while declining the prayer made by the petitioner. The observations recorded therein clearly demonstrate that despite the decree specifically requiring the balance sale consideration to be paid within three months from the date of decree, the petitioner failed to either tender the amount to the judgment-debtor or deposit the same before the Court within the stipulated period.

7. Even when execution proceedings were initiated earlier in the year 2016, the petitioner failed to deposit the amount despite specific directions issued by the Executing Court and ultimately withdrew the execution petition in the year 2019. Thereafter again, no steps whatsoever



were taken for about six years.

8. The conduct of the petitioner thus reflects complete lack of diligence and readiness to comply with the obligations flowing from the decree. In a decree for specific performance, the obligation of the decree-holder to pay or tender the balance sale consideration within the time stipulated in the decree is not an empty formality. The readiness and willingness to perform the essential terms of the contract is a foundational requirement not only at the stage of suit but also during execution of the decree.

9. The contention raised on behalf of the petitioner that no specific period for deposit was mentioned in the decree and therefore the amount could be deposited at any time within the period prescribed for execution of the decree, is wholly misconceived. A conjoint reading of the decree clearly indicates that the sale deed was to be executed within three months on receipt of balance sale consideration. Consequently, the obligation to tender or pay the balance amount necessarily had to be fulfilled within the said period. The execution period of twelve years prescribed under law cannot be interpreted to indefinitely extend the substantive obligation imposed under the decree itself.

10. The learned Executing Court has rightly observed that even if it were assumed that the judgment-debtor failed to execute the sale deed, still no plausible explanation has been furnished by the petitioner as to why the amount was neither deposited in the earlier execution proceedings nor thereafter for almost 11 years and 10 months. Such unexplained and inordinate delay disentitles the petitioner from seeking discretionary relief from the Court.

11. It is trite law that a person seeking equitable relief of specific performance must himself act equitably and demonstrate continuous bona



fides. The discretionary jurisdiction of the Court cannot be invoked in favour of a litigant who has remained grossly negligent and inactive for years together.

12. This Court, therefore, finds no illegality, jurisdictional error or perversity in the impugned order passed by the learned Executing Court warranting interference in exercise of revisional jurisdiction.

13. Consequently, the present revision petition being devoid of merit is dismissed. Pending miscellaneous application(s), if any, shall also stand disposed of.

(DEEPAK GUPTA)
JUDGE

May 11, 2026

Neetika Tuteja

Whether Speaking/reasoned	Yes/No
Whether Reportable	Yes/No