



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

CR No.5325 of 2023 (O&M)

Date of Decision: 21.04.2026

Radhey Lal

...Petitioner

VS

Mehar Chand

...Respondent

CORAM : HON'BLE MR. JUSTICE VIKRAM AGGARWAL

Present: Mr. B.S. Tewatia, Advocate
for the petitioner.

Mr. Sudhir Aggarwal, Advocate
for the respondent.

VIKRAM AGGARWAL, J (ORAL)

1. The instant petition, preferred under Article 227 of the Constitution of India, assails order dated 19.07.2023 (Annexure P-7), passed by the Court of Additional Civil Judge (Senior Division), Hathin, vide which objections to the execution petition filed by the petitioner/judgment debtor (Radhey Lal) were dismissed.

2. The facts, as emanating from the revision petition, are that a suit for specific performance was instituted by the respondent/plaintiff/decreed holder (Mehar Chand) (hereinafter referred to as the respondent) against the petitioner/defendant/judgment debtor (Radhey Lal) (hereinafter referred to as the petitioner). The said suit was decreed vide judgment and decree dated 29.07.2010 passed by the Court of Additional Civil Judge (Senior Division), Hathin. Appeal against the said decision was dismissed by the Court of Additional District Judge, Palwal, vide judgment and decree dated 15.10.2012. Regular Second Appeal No.2002 of 2013 was



also dismissed on 11.02.2014, as a result of which, the judgment and decree dated 29.07.2010 attained finality.

3. FIR No.336 dated 01.12.2005, under Sections 420, 120-B IPC was registered against the petitioner and other family members at Police Station Hathin. The dispute between the parties was as regards mortgage money of some land. The petitioner and his family members were acquitted vide judgment dated 19.01.2013 passed by the Court of Sub-Divisional Judicial Magistrate, Hathin. A Criminal Appeal (No.49 of 2013) was instituted by the respondent against the said acquittal. A compromise was arrived at between the parties for a total sum of Rs.4,84,600/-. It is the case of the petitioner that the compromise was with regard to the agreement to sell as well as also in the criminal case since the mortgage money was Rs.1,60,000/- and earnest money at the time of execution of the agreement to sell was Rs.1,10,000/-. Accordingly, Rs.4,84,600/- was paid and it had been agreed that the respondent would withdraw all cases filed against the petitioners and other family members. On the basis of the compromise, the criminal appeal was withdrawn vide order dated 04.06.2014. Copies of the compromise have been placed on record as Annexures P-1 and P-2 and order dated 04.06.2014 has been placed on record as Annexure P-3.

4. It is also the case of the petitioner that after the compromise having been arrived at, the respondent became dishonest and filed an execution petition (Annexure P-4) seeking execution of the judgment and decree dated 29.07.2010.

5. Objections (Annexure P-5) were filed by the petitioner in which it was averred about the compromise having been arrived at. The said objection petition was opposed by way of a reply (Annexure P-6) in which a



stand was taken that no compromise had been arrived at as regards the agreement to sell.

6. By way of the impugned order, the objections were dismissed, leading to the filing of the present revision petition.

7. I have heard learned counsel for the parties.

8. Learned counsel for the petitioner has strenuously urged that the impugned order is not sustainable. Reference has been made to the documents Annexures P-1 to P-3 and it has been submitted that once a compromise had been arrived at between the parties, there was no occasion for the respondent to have filed an execution petition. It has been argued that the executing Court did not consider the matter from the correct perspective and erroneously dismissed the objections.

9. *Per contra*, learned counsel for the respondent has submitted that there is no illegality in the impugned order. It has been submitted that no compromise had been arrived at as regards the decree dated 29.07.2010 and that the compromise was with regard to the criminal case and two other Civil Suits which were duly withdrawn by the respondent after the compromise.

10. It has further been submitted that even after the criminal appeal had been withdrawn after a compromise having been arrived at between the parties, the first execution petition filed for execution of judgment and decree dated 29.07.2010 was continuing and even the draft sale deed had been submitted. However, subsequently the execution petition was dismissed in default after which a fresh execution petition was filed. It has been argued that the petitioner did not appear in the said execution petition and, thereafter, at the final stage, filed an objection petition only with the intention of delaying the execution. It has been argued that the record would



clearly show that the objections were filed only with a view to delay the execution petition.

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

12. Annexure P-1 is the document vide which a compromise was arrived at between the parties. The said document was executed on 04.06.2014 and states as under:-

“In the court of Sh. Ramendra Jain Session Judge Palwal

Meherchand Vs Radhelal

Criminal Appeal

***FIR No. 336 dated 01.12.2005 P.S. Hathin u/s 420, 120-B IPC
Sir,***

Above mentioned appeal is fixed for final hearing on today 06/04/2014 in the court of above mentioned judge. The compromise has been effected between the parties and now there is no enmity between the parties. Accused Radhey Lal etc. fulfilled compensation to appellant Meherchand. Accused Radhey Lal paid Rs.4,84,600 to Meher Chand. Now no balance is due in this regard and there is no other dispute between us. The appellant doesn't want any proceeding in the above mentioned case and both agree with this compromise. In fact both parties belong to same village and enmity increases from litigation. Compromise is favourable to both parties. A recovery suit filled by appellant pending in the court of Sh. Sahil Yadav Civil Judge Hathin which is pending to 08/07/2014 the appellant Meher Chand is bound to withdraw that suit as per compromise and both the parties are bound with this compromise.

It is prayer that the compromise may kindly be accepted and the criminal appeal may kindly be disposed off as per above mentioned compromise. We will be thankful to you.

Dated- 04/06/2014”



13. Annexure P-2 is another document which is stated to be some receipt regarding some compromise which is also of 04.06.2014 which reads as under:-

“Receipt regarding compromise

I Meharchand s/o Sh. Jeetram R/o Village and post Mandkola, Tehsil Hatin, District Palwal (Haryana). A suit number 834 dated 07/06/2008 was pending against Sh. Radheylal S/o Sh. Sawaliya R/o Village Mindkola, District Hathin, Palwal (Haryana) which has been decided on 29/07/2010 between the parties. In the above-mentioned case, I received Rs. 2,20,000/- (two lac twenty thousand) in cash from above mentioned from Radheylal and signed this receipt. Now I don't have any conflict with Radheylal and in future no LRs will claim or demand or suit regarding the above mentioned suit, if any of my IR claim through any suit which will automatically will get cancelled according to this written receipt.

The above mentioned receipt regarding compromise has been written regarding above mentioned suit between the parties which has been written, understood and read same has been written without any pressure and confusion and signed today on 04.06.2014.

Dated: 4 June 2014)”

14. Order dated 04.06.2014 was passed by the Sessions Judge, Palwal which is as under:-

***“Present: Shri S.D. Bhardwaj, Advocate for appellant-complainant.
Shri B.S. Gautam, Advocate for respondent-accused Radhey, Nathi and Sanjay.
Proceeding against respondent-accused Harish already Dropped vide order dated 10.1.2014.***

Parties have entered into a compromise. Compromise Ex.C1 filed. In view of statement made by appellant along with his counsel this appeal is hereby dismissed as withdrawn. Appeal file be



consigned to record room after due compliance. Lower court record be sent back with a copy of this order.

***Announced in open court.
Dated 4.6.2014***

***(Ramendra Jain)
Sessions Judge
Palwal”***

15. On a query by the Court, learned counsel for the parties have submitted that Ex.C1 referred to in the order dated 04.06.2014 is Annexure P-1 attached with the present petition. It, therefore, means that Annexure P-2 was not produced before the Court of Sessions Judge, Palwal, when the appeal was withdrawn in view of the compromise Ex.C1 (Annexure P-1).

16. The record of execution petition bearing No.42 of 2014, titled as ‘Meher Chand Vs. Radhey Lal’ was summoned which shows that even after 04.06.2014, the matter was continuing before the executing Court and counsel for the petitioner was appearing. The balance sale consideration was deposited on 02.03.2015 and draft sale deed was also furnished. Subsequently, warrants of symbolic possession were issued. However, the execution petition was dismissed in default on 18.05.2010 as no one had appeared on behalf of the parties.

17. If the matter had finally been settled on 04.06.2014, there was no occasion for the petitioner to have kept on appearing before the executing Court thereafter that and to have submitted to the jurisdiction of the executing Court.

18. Be that as it may, another execution petition was subsequently filed by the respondent (Execution Petition No.38 of 2018 titled as ‘Meher Chand Vs. Radhey Lal’). In the said execution petition, notice was ordered to be issued to the petitioner on 13.11.2018. After making many attempts for serving the petitioner, he was proceeded against *ex parte* vide order dated



05.09.2019 whereafter on 01.10.2019, an application for setting aside the *ex parte* proceedings was filed. Ultimately, the objection petition was filed which has now been dismissed by way of the impugned order.

19. If one peruses the proceedings which continued before the executing Court, there remains no doubt that the only endeavour of the petitioner is to delay the execution of the judgment and decree dated 29.07.2010. He has successfully done so for 16 years.

20. The Executing Court noticed all these things in the impugned order and dismissed the objection petition while holding as under:-

“5. Having heard the arguments and perusal of the case file shows that suit for possession by way of specific performance and permanent injunction filed by plaintiff Mehar Chand, which was decreed directing the defendant to get the sale deed executed and registered in favour of the plaintiff on payment of balance sale consideration within two months vide Judgment and decree dated 29.07.2010 passed by the Court of Smt. Sonika Goyal. ACJ(SD), Hathin. When the defendant has not come forward to execute and get register the sale deed of the land in dispute in favour of the plaintiff /DH within the said period i.e. two months, inspite of the repeated request of the plaintiff/DH and since the plaintiff/DH has already deposited balance sale consideration so the plaintiff/DH filed an execution petition praying for the execution of the decree by way of getting the sale deed executed and registered in his favour through the agency of the court or by appointing a Local commissioner for the required execution of the sale deed in favour of the DH/plaintiff. The defendant/JD fails to comply with the said judgment so the sale deed was got executed in favour of the plaintiff/DH through court commissioner and Warrant of symbolic possession were issued but due to nonappearance of



the DH, execution petition was dismissed in default vide order dated 18.05.2016. Thereafter present execution was filed by DH on 16.10.2018. Due to non appearance of the JD, he was proceeded ex parte. Application for setting aside ex parte order of the JD has been decided on merits three times and now JD filed present objections based upon one compromise writing.

6. Suit of the plaintiff was decreed by way of passing following judgment and decree dated 29.07.2010:-

“The suit of the plaintiff succeeds and same is hereby decreed with costs to the effect that the plaintiff is entitled to specific performance of agreement dated 17.06.2003 on payment of balance sale consideration within two months. If the defendant refuses to accept the balance sale consideration the plaintiff can deposit the same in Government treasury under the order of this court. After depositing the balance sale consideration, the defendant is directed to get the sale deed executed and registered in favour of the plaintiff. If he fails to do so, the plaintiff can take the recourse of the Court. Decree sheet be prepared accordingly. File after needful be consigned to the record room”.

7. Thereafter in presence of JD, sale deed was executed in favour of the DH through Court commissioner and warrant of symbolic possession was issued in favour of the DH through Tehsildar, Hathin but same could not be executed as the execution petition dismissed in default vide order dated 18.05.2016.

8. Thereafter this fresh execution petition was filed and notice was issued to JD but he proceeded ex parte and joined proceedings three times. Now JD appeared and filed objection that despite compromise DH filed this execution petition with mala fide intention and suppressing the true material facts from this court. DH denied any such compromise with the JD



and alleged that the same is related to another matter. Copy of said compromise is available with court file. Perusal of the same shows that it is simple compromise regarding a civil matter on payment of compromise amount Rs. 2,20,000/. However, only on the basis of only simple compromise/ tehrir, executing proceedings cannot be suspended or dismissed when earlier Court issued the warrant of symbolic possession.

9. Now, this court cannot ignore that Regular Second Appeal of the JD has already been dismissed by the Hon'ble High Court VOD 17.03.2014 passed in RSA 2002 dated 2013 titled as Radhey Shayam vs Mehar Chand. So this court is bound to execute the decree. Hence. objections in hands stands dismissed with costs. Ordered accordingly."

21. This Court does not find any illegality in the aforesaid order warranting interference in the present petition.

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

(VIKRAM AGGARWAL)
JUDGE

April 21, 2026
Rekha

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