

**HIGH COURT OF JUDICATURE FOR RAJASTHAN AT
JODHPUR**

S.B. Execution First Appeal No. 6/2026

Vijay Singh Panwar S/o Shri Indra Singh Panwar, Aged About 45 Years, Resident Of House No 80 Joshion Ki Margi Titerdi Tehsil Girwa District Udaipur Rajasthan

----Appellant

Versus

1. Saurabh Singhvi S/o Shri Naresh Singhvi, Resident Of 10-A Batheda House Fatehpura Udaipur Rajasthan
2. Rakesh Porwal S/o Shri Omprakash Porwal, Resident Of 4-Shiv Complex Technoket Society Udaipur Rajasthan
3. Late Shri Ajay Sahu S/o Late Shri Mangilal Sahu, Resident Of House No 80 Joshion Ki Marg Titerdi Tehsil Girwa District Udaipur Rajasthan
4. Smt. Radha Bai W/o Late Shri Mangilal Sahu, House No. 80, Joshion Ki Magri, Titerdi, Tehsil Girwa, Distt. Udaipur, Raj.
5. Smt. Jaya @ Leela Bai W/o Late Shri Ajay Sahu, House No. 80, Joshion Ki Magri, Titerdi, Tehsil Girwa, Distt. Udaipur, Raj.
6. Km. Rashim D/o Late Shri Ajay Sahu, Through Natural Guardian Mother Smt. Leela Bai, W/o Late Shri Ajay Sahu, R/o House No. 80, Joshion Ki Magri, Titerdi, Tehsil Girwa, Distt. Udaipur, Raj.

----Respondents

For Appellant(s) : Mr. Salman Agha

For Respondent(s) : --

HON'BLE MR. JUSTICE FARJAND ALI

Order

08/05/2026

1. Learned counsel for the appellant vehemently and fervently urges that much prior to the execution of an agreement to sell in favour of the plaintiff in the present case, the vendor,

the original defendant, had executed an agreement to sell in favour of the objector-appellant in lieu of monetary consideration of Rs.11,00,000/-, and possession of the same had been handed over to him and, therefore, he has a legitimate right to put in objections under Rule 97 of Order 21 of the CPC. Learned counsel showed to this Court the original agreement dated 19.12.2013 having recital of payment of consideration and delivery of possession. Learned counsel for the appellant urges that even opportunities were not afforded to him to bring on record the documents on the strength of which he moved the objections to the decree; therefore, the matter requires consideration.

2. Learned counsel is directed to place on record copies of the payments made by him to the vendor.
3. List the matter on 20.05.2026.
4. Till the next date, the impugned decree dated 12.10.2022 passed in Civil Suit No.64/2017 by the learned Additional District Judge No.2, Udaipur, shall remain unexecutable.

(FARJAND ALI),J