CNR No: PHHC010926212026
2026:PHHC:117400

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

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CR-4706-2026

M/s Arlington Spinning & Weaving Mills Ltd., New Delhi

. . . . Petitioner

Vs.

Bhawani Dass since deceased through his LRs and another

. . . . Respondents

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Reserved on: 21.08.2026
Pronounced on: 24.08.2026
Pronounced Fully/Operative Part: Fully

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CORAM: HON'BLE MR JUSTICE DEEPAK GUPTA

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Present: - Mr. Jagdish Manchanda, Sr. Advocate, with
Mr. N.C. Manchanda, Advocate, for the applicant-petitioner.

Mr. M.L. Sarin, Sr. Advocate, with
Mr. Ritesh Aggarwal, Advocate, for respondent No.1.

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DEEPAK GUPTA, J.

The petitioner invokes the jurisdiction of this Court under Article 226 of the Constitution of India to assail order dated 20.01.2026 *(Annexure P-6),* passed by learned Additional Civil Judge (Senior Division), Hodal, whereby the application moved by respondent No.1-decree holder for permission to deposit the balance sale consideration has been allowed.

2. Briefly stated, respondent No.1-Bhawani Dass *(now represented through his legal representatives)* instituted a suit for possession by way of specific performance against M/s Arlington Spinning & Weaving Mills Ltd. *(petitioner herein)* and Vijay Mehta, Director *(now represented through his legal representatives)*. The suit was dismissed by the learned trial Court vide judgment and decree dated 31.03.2011 *(Annexure P-2)*. The plaintiff's appeal was, however, allowed by the learned Additional District Judge, Palwal, vide judgment and decree dated 25.02.2012 *(Annexure P-3)*, whereby the suit for specific performance was decreed.

3. The above said judgment and decree were assailed by both the defendants by filing RSA-2320-2012 and RSA-2177-2012. Both the appeals were dismissed by this Court vide common judgment dated 15.12.2025 (Annexure P20). It is not disputed that the Special Leave Petition preferred by the petitioner was thereafter dismissed by Hon'ble the Supreme Court on 20.02.2026 and the review petition was also dismissed on 11.07.2026. Thus, the decree for specific performance has attained finality.

4. In execution proceedings, respondent No.1-decree holder moved an application *(Annexure P-5)* seeking permission to deposit the balance sale consideration. The said application has been allowed by the Executing Court vide impugned order dated 20.01.2026 (Annexure P6). Hence, the present petition.

5. Learned Senior Counsel for the petitioner-Judgment Debtor has primarily contended that under the decree dated 25.02.2012 (Annexure P3), the decree-holder was required to deposit the balance sale consideration within three months, which period expired on 24.05.2012. According to learned counsel, no stay of the decree was operating during this period and, therefore, the subsequent deposit could not have been permitted by the Executing Court. It is also contended that the petitioner was not afforded an opportunity of hearing before the impugned order was passed. Reliance has been placed upon ***Harbban Shah v. Sheruddin, 2026 LiveLaw (SC) 466; Prem Jeevan v. K.S. Venkata Raman, 2017 SCC Online SC 179; P.R. Yelumalai v. N.M. Ravi, 2015 (2) RCR (Civil) 585*** and ***P. Shyamala v. Gundlur Masthan, Civil Appeal Nos.1363-1364 of 2023 : [2023 SCC Online SC 184].***

6. *Per contra*, learned Senior Counsel appearing for respondent No.1-decree holder submits that there was no direction in the appellate decree requiring the plaintiff to deposit the balance sale consideration within three months. According to learned counsel, the operative part of the decree merely directed the defendants to get the sale deed executed and registered in favour of the plaintiff within three months from the date of the judgment, failing which the plaintiff was granted liberty to take recourse to law. It is thus submitted that the three-month period relied upon by the petitioner was a

period prescribed for the defendants to perform their obligation and not a period fixed for deposit by the decree-holder. It is further submitted that the petitioner had itself challenged the decree by filing RSA-2177-2012 before expiry of the said period and never raised the present objection either before this Court or before Hon'ble the Supreme Court. It is also pointed out that no application for rescission of the decree under Section 28 of the Specific Relief Act has been filed by the petitioner.

7. Having considered the rival submissions, the first and foremost question is as to what exactly was directed by the appellate decree. The relevant portion of the operative part of the judgment dated 25.02.2012 reads as under:

> "As a result of above discussion, the plaintiff-appellant having succeeded to prove on the record that in terms of agreement Ex.P-2 dated 14.2.2005, he is entitled to get the sale deed executed and registered on payment of balance sale consideration of Rs.92,50,000/-. The plaintiff-appellant will also bear the expenses of stamps and other registration charges. Resultantly, the appeal in hand is accepted with costs throughout. The impugned judgment and decree dated 31.3.2011 are set aside. Accordingly, the suit of the plaintiff specific performance of the impugned agreement dated is decreed with costs. The defendants respondents are directed to get the sale deed executed and registered in favour of the plaintiff-appellant in respect of the suit land within a period of three months from the date of this judgment, failing which the plaintiff-appellant will be entitled to take legal recourse. Decree-sheet in appeal be prepared accordingly............."

8. A plain reading of the aforesaid operative portion makes it clear that the three-month period was expressly attached to the obligation of the defendants to get the sale deed executed and registered. There is no corresponding direction that the plaintiff shall deposit the balance sale consideration within three months from the date of the decree. The decree merely records the entitlement of the plaintiff to obtain the sale deed on payment of the balance sale consideration of ₹92,50,000/-.

9. The distinction assumes significance in view of the judgment of Hon'ble the Supreme Court in ***Prem Jeevan v. K.S. Venkata Raman*, (supra).** In that case, the decree specifically directed the plaintiff to pay the balance sale consideration within the time stipulated in the decree and the Supreme Court held that failure to make the deposit within the stipulated period could not be overcome merely on the ground that the judgment-debtor had not sought rescission under Section 28 of the Specific Relief Act.

10. The said principle, however, cannot be mechanically applied to the present case because the decree under consideration does not prescribe any period within which the decree-holder was required to deposit the balance sale consideration. On the contrary, the period of three months is specifically prescribed for the defendants to perform their obligation of executing and registering the sale deed. The petitioner cannot, therefore, read into the decree an obligation, which is not contained therein.

11. It is true that Section 28 of the Specific Relief Act confers jurisdiction upon the Court to grant appropriate relief in relation to the payment of the purchase money and that the power to extend time is discretionary and is to be exercised having regard to the circumstances of the case. The Hon'ble Supreme Court in ***P. Shyamala v. Gundlur Masthan (supra)*** has cautioned that extension of time for payment of the balance consideration cannot be granted as a matter of course and that the conduct of the decree-holder and the attendant circumstances are relevant.

12. The principle laid down in ***Ishwar (since deceased) through LRs v. Bhim Singh, AIR 2024 SC 4232***, also recognises that a decree for specific performance does not become immune from the jurisdiction of the Court immediately upon its passing and that the Court competent in terms of Section 28 of the Specific Relief Act can deal with the question of extension of time and other consequential matters arising from the decree.

13. In the present case, however, the impugned order does not result in rewriting the decree. The Executing Court has merely permitted the decree-holder to deposit the balance sale consideration so that the decree, which has

attained finality can be worked out. Since the decree itself did not stipulate any time-limit for such deposit by the plaintiff, the contention that the right of the decree-holder stood automatically extinguished on 24.05.2012 cannot be accepted.

14. The submission that there was no stay of the decree till 29.05.2012 also does not advance the case of the petitioner. The pendency of the appeal by itself did not alter the decree. However, at the same time, the absence of a stay cannot be utilised to introduce into the decree a condition which the decree itself does not contain. The question is not merely whether the decree was executable during the pendency of the appeal, but whether the decree-holder was under a specific obligation to deposit the balance consideration within the period now relied upon by the petitioner. On a plain reading of the decree, the answer is in the negative.

15. There is yet another circumstance, which cannot be ignored. The petitioner itself challenged the decree by filing RSA-2177-2012 on 19.05.2012, i.e. before expiry of the three-month period. The decree was thereafter subjected to further judicial scrutiny and has ultimately attained finality after dismissal of the Special Leave Petition and the review petition. The petitioner did not, at any stage before this Court or Hon'ble the Supreme Court, seek to have the decree annulled on the ground that the plaintiff had failed to deposit the balance sale consideration within the period now asserted. This circumstance, though by itself may not create a limitation or waiver against the petitioner, is certainly relevant while examining whether the Executing Court committed any jurisdictional error in permitting the decree-holder to deposit the amount.

16. The further contention that the application ought to have been dismissed merely because no separate application under Section 28 of the Specific Relief Act was filed also cannot be accepted in the facts of the present case. The application moved by the decree-holder was not founded upon a default in complying with a time-bound direction contained in the decree. It sought permission to deposit the balance consideration in aid of execution of a decree, which had become final. The impugned order, therefore, cannot be

equated with an order mechanically extending a period expressly fixed by the decree.

17. As regards the plea of want of notice, the same also does not merit acceptance. The decree for specific performance had remained under challenge before this Court in RSA-2320-2012 and RSA-2177-2012 and was upheld vide judgment dated 15.12.2025. The execution proceedings were instituted by the decree-holder within one year thereafter and, thus, within a reasonable period after the decree attained finality before this Court. The application for permission to deposit the balance sale consideration was moved in the said execution proceedings and was only consequential to the execution of the decree.

18. In these circumstances, the mere fact that no separate notice was issued to the petitioner before passing the order permitting deposit cannot, by itself, furnish a ground for interference, particularly when the petitioner has failed to demonstrate any prejudice caused to it. No prejudice, much less any failure of justice, has been shown on account of the alleged want of separate notice. The objection, therefore, is rejected.

19. The authorities cited on behalf of the petitioner, including ***Prem Jeevan (supra)*** and ***P. Shyamala (supra)***, lay down important principles governing compliance with a decree for specific performance and extension of time for payment. They do not, however, mandate that a decree-holder must be held in default of a time-limit, which the decree itself never prescribed. ***Prem Jeevan (supra)***, in particular, proceeds upon the existence of a specific stipulation in the decree regarding payment within a specified time and is therefore distinguishable on facts.

20. It is also settled that while exercising supervisory jurisdiction, this Court does not sit as a Court of appeal over every order passed in execution. Interference is warranted where the subordinate Court has acted without jurisdiction, failed to exercise jurisdiction vested in it, or has committed a patent error resulting in manifest injustice.

21. In the present case, the Executing Court has acted within the parameters of the decree and has facilitated its execution. No perversity, jurisdictional infirmity or manifest failure of justice is made out.

22. The decree for specific performance has remained intact through all stages of challenge. The petitioner cannot, at this stage, seek to defeat its execution by importing into the decree a condition, which is conspicuously absent from its operative part.

23. For the foregoing reasons, this Court finds no ground to interfere with the impugned order dated 20.01.2026 (Annexure P-6). The petition is accordingly dismissed.

24. It is, however, clarified that nothing contained in this order shall be construed as adjudicating upon any objection relating to the mode of execution of the decree. The Executing Court shall proceed strictly in accordance with the decree dated 25.02.2012 and as per the law.

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

(DEEPAK GUPTA)
JUDGE

24.08.2026
Vivek

Whether Speaking/reasoned *Yes*
Whether reportable *Yes*

Uploaded On: 24.08.2026

VIVEK PAHWA
2026.08.24 17:08
I attest to the accuracy and integrity of this document