CNR No: PHHC010379742025
2026:PHHC:109477

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

1. CWP-6677-2025(O&M)

GAGAN CHOPRA

…Petitioner(s)

Versus

UNION TERRITORY OF CHANDIGARH AND OTHERS

…Respondent(s)

2. CWP-2637-2025(O&M)

GAGAN CHOPRA

…Petitioner(s)

Versus

UNION TERRITORY OF CHANDIGARH AND OTHERS

…Respondent(s)

3. CWP-14690-2025

GAGAN CHOPRA

…Petitioner(s)

Versus

UNION TERRITORY OF CHANDIGARH AND OTHERS

…Respondent(s)

4. CWP-14692-2025(O&M)

GAGAN CHOPRA

…Petitioner(s)

Versus

UNION TERRITORY OF CHANDIGARH AND OTHERS

…Respondent(s)

5. CWP-14695-2025

GAGAN CHOPRA

…Petitioner(s)

Versus

UNION TERRITORY OF CHANDIGARH AND OTHERS

…Respondent(s)

6. CWP-14696-2025

GAGAN CHOPRA

...Petitioner(s)

Versus

UNION TERRITORY OF CHANDIGARH AND OTHERS

...Respondent(s)

7. CWP-14697-2025

GAGAN CHOPRA

...Petitioner(s)

Versus

UNION TERRITORY OF CHANDIGARH AND OTHERS

...Respondent(s)

8. CWP-14780-2025

GAGAN CHOPRA

...Petitioner(s)

Versus

UNION TERRITORY OF CHANDIGARH AND OTHERS

...Respondent(s)

9. CWP-14781-2025

GAGAN CHOPRA

...Petitioner(s)

Versus

UNION TERRITORY OF CHANDIGARH AND OTHERS

...Respondent(s)

10. CWP-14782-2025

GAGAN CHOPRA

...Petitioner(s)

Versus

UNION TERRITORY OF CHANDIGARH AND OTHERS

...Respondent(s)

11. CWP-3329-2025(O&M)

GAGAN CHOPRA

…Petitioner(s)

Versus

UNION TERRITORY OF CHANDIGARH AND OTHERS

…Respondent(s)

12. CWP-3330-2025(O&M)

GAGAN CHOPRA

…Petitioner(s)

Versus

UNION TERRITORY OF CHANDIGARH AND OTHERS

…Respondent(s)

13. CWP-6681-2025(O&M)

GAGAN CHOPRA

…Petitioner(s)

Versus

UNION TERRITORY OF CHANDIGARH AND OTHERS

…Respondent(s)

1.	The date when the judgment is reserved	27.07.2026
2.	The date when the judgment is pronounced	11.08.2026
3.	The date when the judgment is uploaded on the website	11.08.2026
4.	Whether only operative part of the judgment is pronounced or whether the full judgment is pronounced	Full
5.	The delay, if any, of the pronouncement of full judgment, and reasons thereof	Not Applicable

CORAM: HON'BLE MR. JUSTICE TRIBHUVAN DAHIYA

Present: Mr. R. Kartikeya, Advocate, Mr. Kanwal Goyal, Advocate,
Ms. Sheena Dahiya, Advocate, Ms. R. Akanksha, Advocate,
Ms. Komal Klana, Advocate;
Mr. Bhavnik Mehta, Advocate and Mr. Arun Rana, Advocate;
and Mr. Prateek Sodhi, Advocate
for the petitioner(s).

Mr. Jaivir Chandail, Additional Standing Counsel with
Mr. Rohit Kaushik, Standing Counsel and
Ms. Shubhreet Kaur, Standing Counsel
for the respondent(s) - U.T., Chandigarh.

Mr. Raman Kumar Sharma, Advocate for respondent no.3
in CWP-6677-2025, CWP-6681-2025, CWP-14692-2025 and
CWP-14696-2025.

Mr. Rajesh Verma, Advocate for respondent no.3
in CWP-2637-2025, CWP-3330-2025 and CWP-14690-2025.

Mr. Simranjit Singh, Advocate
for respondent no.3 in CWP-14782-2025.

Mr. Sonpreet Singh Brar, Advocate
for respondents no.4 and 5 in all petitions.

Mr. Akashdeep Singh, Special Public Prosecutor, CBI
for respondent no.7 in CWP-6677-2025 and
for respondent no.9 in CWP-6681-2025.

TRIBHUVAN DAHIYA, J.

The aforementioned petitions are based upon similar facts involving common issues; accordingly, the same are being decided together. For brevity, the facts have been noticed from CWP-6677-2025, which has been filed seeking a writ of *certiorari* setting aside the order dated 25.04.2024, Annexure P-1, whereby the objections/application preferred by the petitioner seeking removal of attachment over residential house 317, Sector 21-A, Chandigarh, and exclusion of the same from the list of properties of the judgment debtor, has been dismissed. Further, writ of *mandamus* has been sought directing the respondents not to take any coercive action with respect to the said house.

2. The facts relevant for the case in brief are, a consumer complaint bearing no.896 of 2016, dated 08.12.2016, was filed by the third respondent

before the State Consumer Disputes Redressal Commission, Union Territory, Chandigarh (for short, 'the Commission') against the fifth respondent Company - Emerging India Real Assets Private Limited, on account of non-delivery of possession of 250 square yards villa in the company's project. The complaint was allowed by the Commission, and the company was directed to refund ₹16,00,000 along with twelve per cent interest from the respective dates of payment of sale consideration to the complainant/third respondent, along with compensation for mental agony and physical harassment amounting ₹75,000, and litigation expenses ₹11,000; in case of failure to pay, the amount was liable to be paid with penal interest at the rate of fifteen per cent per annum.

2.1. The aforesaid directions were not complied with, and consequently, the third respondent/decree holder filed an execution application bearing no.474 of 2017, under Section 27 of the Consumer Protection Act, 1986, wherein the fourth respondent/judgment debtor - Director of the company, was declared a proclaimed offender (PO) on 18.12.2018. Thereupon, the file was consigned to the records, with a direction that it be opened upon his arrest.

2.2. In the meanwhile, the properties of judgment debtor were attached vide different orders passed by the Commission. The house in question was also attached vide order dated 12.06.2019, as mentioned in the petitioner's application (MA no.772 of 2021) under Order 1 Rule 10 read with Section 151 of CPC seeking impleadment as a party to the pending execution application, EA no.143 of 2019, claiming to be a *bona fide* purchaser of the house in question. This application was filed after the judgment debtor had entered into an agreement to sell, dated 24.06.2021, in respect of the said house in favour of the petitioner. The judgment debtor had earlier mortgaged the house with the State Bank of India, and by considering this fact the Commission vide order dated 07.08.2020, in EA-1-2018, EA-318-2018 and EA-127-2019, directed as under:

> …
>
> Record transpires that during the pendency of proceedings, Sh. Gurpreet Singh Sidhu had mortgaged House No.317, Sector 21-A, Chandigarh with State Bank of India (01508), Industrial Area, Phase-1, Chandigarh (Email sbi.01508@sbi.co.in) and also with State Bank of India, RACPC, SCO No.99-103, Sector 8, Madhya Marg, Chandigarh (Email: agmracpc.zocha@sbi.co.in). It seems that State Bank of India had not taken reasonable care and not verified with regard to existing charges on the property i.e. House No.317, Sector 21-A, Chandigarh. It may be stated here that the doctrine of lis pendens shall apply as embodied in Section 52 of Transfer of Property Act 1882. It shall be deemed that the decree holders/complainants have first charge over this property.
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> We, therefore, direct State Bank of India (01508), Industrial Area, Phase-1, Chandigarh (Email sbi.01508@sbi.co.in) and also with State Bank of India, RACPC, SCO No.99-103, Sector 8, Madhya Marg, Chandigarh (Email: agmracpc.zocha@sbi.co.in) to show cause as to why this property i.e. House No.317, Sector 21-A, Chandigarh may not be put to sale so that decretal amount involved in these execution applications pending before us be discharged being the first charge. Both the Banks are also directed to submit, how much EMI is fixed and how much is paid and from which account the loanee is making the payments of EMIs. We direct both the banks to submit these details within a period of two weeks from the date of receipt of copy of order. Copy of order be sent to both

the banks through email i.e. sbi.01508@sbi.co.in & (Email: agmracpc.zocha@sbi.co.in) as well as through personal service.

Copies of the application/MA no.772 of 2021 and the order dated 29.10.2020 (incorporating the order dated 07.08.2020) produced by learned counsel for the respondents, are taken on record as Annexures A and B, respectively.

2.3. The judgment debtor was later arrested by the police on 21.09.2021, and filed an application seeking release of all his properties from attachment. In the opinion of the Commission, the attachment which was to secure his presence stood vacated on his arrest, and it was so ordered by allowing his application vide order dated 01.08.2022, Annexure P-2. Prior thereto, the decree holders had filed an application dated 04.07.2022, Annexure P-8, for attaching the properties of judgment debtor including the house in question. It was on the ground that the direction issued by the Commission to refund the amount had not been complied with, as an amount of ₹10,00,000 still remained unpaid.

2.4. During pendency of the said application, judgment debtor executed sale deed with respect to the house, dated 30.09.2022, Annexure P-5, in the petitioner's favour, who then filed applications before the Commission under Order 1 Rule 10 CPC for being impleaded as party to the pending execution applications on the plea of being a *bona fide* purchaser. Also, notice was issued to him by the Commission in some of the pending execution applications, and he filed detailed objections/application seeking release of the house from attachment.

2.5. The said objections filed by the petitioner were dismissed by the Commission vide impugned order dated 25.04.2024. The relevant parts whereof read as under:

15. As stated above, the consumer complaints out of which the said execution applications have arisen were filed in the years 2016 to 2020 and if any property has been transferred by the judgment debtor after filing of the said consumer complaints that shall be hit by the doctrine of lis pendens. In the present case, the property in question was sold on 30.09.2022 i.e. during pendency of the consumer complaints and the execution applications respectively. Thus, as per settled principle of law the provisions of Section 41 of the TP Act will not apply in the present case and only the doctrine of lis pendens will apply from the dates of filing of the consumer complaints. Thus, the transaction by way of sale deed dated 30.09.2022 in respect of the house in question is hit by the doctrine of lis pendens.

16. Now coming to fraudulent transaction, in our considered view, the transaction by way of sale deed dated 30.09.2022 has been made between Sh. Gurpreet Singh Sidhu and Gagan Chopra, with an intent to defeat and delay the creditors/decree holders, and as such, the transfer shall be voidable qua their rights in view of Section 53 of the TP Act. It also appears that Sh. Gagan Chopra had not acted in good faith. He has already moved various applications before this Commission and was well within the knowledge regarding liability of Sh. Gurpreet Singh Sidhu/Judgement Debtor. …

17 to 19 xxx xxx xxx

20. In this view of the matter, we are of the considered view that the transaction between Sh. Gurpreet Singh Sidhu/Judgment Debtor and Sh. Gagan Chopra vide sale deed no.4415 dated 30.09.2022 qua sale of the house in question is hit by the doctrine of lis pendens and also the same being fraudulent transaction under Section 53 of the TP Act, the said house is liable to be attached. In this view of the matter, all these objection applications stand dismissed with no order as to costs.

21. Let attachment warrants be issued to the Collector, U.T., Chandigarh for attachment of House 317, Sector 21-A,

> Chandigarh in order to recover the decreetal amount as arrears of land revenue, in the execution applications out of which these applications have arisen.

Similar orders have been passed by the Commission in rest of the petitions as well, dismissing the petitioner's objections and directing attachment as well as auction of the properties of the judgment debtor, including the said house. He, thereafter, approached this Court challenging the said orders by filing these thirteen petitions.

2.6. After hearing the petitions initially, this Court formed a *prima facie* opinion that transfer of the house in question in the petitioner's favour was fraudulent, and had been effected to defeat lawful claims of the decree holders; even the bank loan had been obtained only to create an encumbrance over the property. Accordingly, vide orders dated 19.03.2025 and 08.04.2025, the Central Bureau of Investigation (CBI) was directed to probe the matter. These orders were challenged by the petitioner before the Division Bench by filing LPA-1278-2025, which was disposed of vide order dated 20.05.2025, modifying the said orders and directing that the investigation/inquiry be conducted by a Special Investigation Team (SIT) of the Chandigarh Police headed by a Superintendent of Police (SP), instead of the CBI. The operative part of the order reads as under:

> 12. After having heard the learned counsel for the parties and perusing the material on record, this Court is of the opinion that on the facts of the case, a thorough investigation is required to be done as to whether the transfer of the property in question, by the judgment debtor during the pendency of execution proceedings by the creditors was fraudulent and for *mala fide* reasons. However, it is of the view that in the instant case investigation by

the CBI may not be warranted and that the Chandigarh Police would be well equipped to handle such investigation. Accordingly, it is directed that a three member Special Investigation Team (SIT) headed by a Superintendent of Police (SP) should conduct the investigation regarding fraudulent transactions between the parties. The investigation should preferably be concluded and the said report be submitted in a sealed cover before the learned Single Judge, within two months from the date of communication of this order.

13. Having observed as above, we are further of the opinion that in order not to create any further third party interest in the property in question till such time the investigation as above is not completed, auction of the property in question is not warranted and that the learned Single Judge, after the receipt of the final investigation report and in terms thereof, would be free to decide the future course of action. However, the appellant without express permission from the Court shall not sell, alienate, create any encumbrance or third party rights over the property in question.

2.7. The inquiry was conducted in terms of the directions issued and its report, dated 08.09.2025, was placed on record, with the following findings:

25. That on 21.06.2021 i.e. date of visit to property in question, on 22.06.2021 i.e. date of finalization of deal and on 25.06.2021 i.e. on the date of execution of agreement to sale, the property in question was attached under various execution applications pending in the State Consumer Redressal Commission UT Chandigarh. The report of Estate Office Chandigarh shows that, on the date of entering into agreement to sell i.e. 25.06.2021, property in question was under attachment.

26. Thus as per agreement to sell dated 25.06.2021, it was liability of Sh. Gurdeep Singh Sidhu to get clear SBI loan and payment i.e. 10.5 crore was to be made by Gagan Chopra on date

of execution of the final sale deed. However, as per enquiry, no efforts was made by Gurdeep Singh Sidhu to make the payment of loan to SBI and it was Gagan Chopra who took all the pain to make the repayment of loan to SBI. For this Gagan Chopra transferred amount of Rs.1 Crore in the account of Gurdeep Singh Sidhu on 08.07.2021, on which Gurdeep Singh Sidhu further transferred the amount to SBI SARBBranch as upfront payment for compromise with SBI Bank. Even after passing the due date of full and final settlement as per agreement to sell i.e. 22.09.2021 and despite arrest of Gurdeep Singh Sidhu, Gagan Chopra continued his efforts and became party before Hon'ble State Consumer Redressal Commission UT Chandigarh and also further actively engaged to get the loan settled after de-attachment order by Hon'ble State Consumer Redressal Commission UT Chandigarh. Gurdeep Singh Sidhu made a revised compromise proposal on 22.08.2022 and the same was accepted on 30.08.2022. He sold his four properties and made partial payments. These midway transaction in violation of agreement to sell is quite reflective of Gagan Chopra desperation to get the property in question in his name by any means. Whenever, property of such high value are purchased, it is common sense that due enquiry about the legal status of property should be made by the purchaser. In this regard, the version of Gagan Chopra is far from convincing that he had paid just one visit to property in question and entered into an agreement to sell. As per statement of Gagan Chopra he along with property dealers had visited the property in question just one day prior to making deal of property in question. Being a property dealer himself, Gagan Chopra cannot feign ignorance that he was not familiar with the intricacies involved in such type of deals. Rejection report of banker clearly mentioned that there are cases pending in Hon'ble State Consumer Commission, UT Chandigarh including some execution proceeding against M/s Emerging Valley Pvt. Ltd. clearly mentioned loan of Rs. 8.90 Crores to M/s Emerging

Valley Pvt. Ltd. property in question as security. It was a known fact that Gurpreet Singh Sidhu and his company M/s Emerging Valley Pvt. Ltd were undergoing multiple litigations and these were in public domain. Even a bare enquiry from Estate Department could have revealed the current status of the property in question. By clamming that he has not done any such enquiry and entered into agreement to sell just on testimony of property dealers, some of whom he met for the first time, Gagan Chopra's claim appears unsustainable.

27. This was also apparently clear from his application dated 27.10.2021 under Order 1 Rule 10 read with section 151 C.P.C to implead himself in the bunch of petitions to become party in many cases pending in the State Consumer Redressal Commission as he took plea that he is bonafide purchaser of property in question in good faith and has paid huge amount to seller amounting to Rs.3,05,00,000/- and this house has been attached by Hon'ble Commission, which is depriving the right of applicant over the property in question but also didn't recognize his right as bonafide purchaser when he moved application before Hon'ble State Consumer Redressal Commission. It appears to be a clever ploy on behalf of Gagan Chopra that instead of application for recovery of his money that was already paid by filling criminal case of forgery or cheating, he was challenging the attachment order.

28. This shows that he was desperate enough to get the property by any means, created third party interest in the matter and became litigant to secure sale of property in his favour. Despite huge investment and all the issues within his knowledge he took no legal step to secure his interest i.e. neither he gave any criminal complaint against fraudulent conduct of Gurdeep Singh Sidhu.

29. A detailed investigation into the monetary transactions made in pursuance of purchase of question in property i.e. House Number 317 Sector-21 Chandigarh was also carried out and the

source of money paid was investigated as Gagan Chopra had sold four properties i.e. 1). House Number 1281 ground Floor Sector 21 Chandigarh, 2). House Number 1276 Second Floor Sector 21 Chandigarh, 3). House Number 1204 Tower K, Falcon View SAS Nagar Mohali Punjab & 4). Plot No. 3039/Corner Block D Sector 88 SAS Nagar Mohali Punjab, in the name of Gagan Chopra, his wife Shweta and mother Kiran Chopra. He has also borrowed amount of Rs. 2,48,05,000/- from the lenders namely Sh. Ram Partap Kaushal, Mrs. Jaspal Kaur, Mrs. Vina Gupta, Sh. Ravinder Gupta, Sh. Nawab Singh, Sh. Gurjant Singh, Mrs. Vanita Puri, Sh. Rameshwar Singh Braria, Sh. Amrik Singh, Sh. Prem Singla and Mrs. Prem Vati.

Gagan Chopra had got loan sanction amount of rupees 4.75 Crore for purchase of the property in question. Thus, by borrowing from known persons Rs.2,56,05,000/-, by sale of own four properties worth Rs.3,97,13,750/- and by getting sanctioned the loan from PNB Bank amounting to Rs.4.75 Crores Totaling amount Rs. 11,20,18,750/-.

30. From the inquiry conducted and statement of witnesses, it cannot be said that Gagan Chopra knew Gurpreet Singh Sidhu previous to purchase of property in question. During enquiry, witnesses stated that deal was brokered in their presence. However, there is sufficient evidence on record to show that there were so many red flags in the execution of sale deed that as a prudent purchaser Gagan Chopra should have restrained himself to purchase the property before seller Gurdeep Singh Sidhu settle the outstanding of so many lenders and become free from all litigations. Thus, from the conduct of Gagan Chopra after entering into agreement to sell to purchase of the property in question mentioned in enquiry report, the collusion between Gagan Chopra and Gurpreet Singh Sidhu, post entering into transaction regarding sale of property in question, cannot be ruled out.

The report has been examined by learned counsel for the parties, and has not been objected to.

3. In this factual background, learned counsel contended that the sale deed executed by the judgment debtor in favour of the petitioner was a *bona fide* transaction, and the fact stood established by the findings recorded by the SIT as well. There is no basis to conclude, as done by the Commission, that the transaction was fraudulent. Consequently, being a *bona fide* purchaser, the petitioner's property could not have been attached or auctioned in satisfaction of the order passed by the Commission, which is in form of a money decree as the judgment debtor is required to refund the amount due in terms therewith to the decree holders. *Secondly*, it is contended that the Commission has wrongly concluded that the doctrine of *lis pendens* would be applicable to the sale of the house in question. The said house was not subject matter of the *lis* at any stage as the complaint was only for refund of the amount deposited with the company. The doctrine is applicable to sale of a property which forms the subject-matter of original suit or proceedings, which is not the case here. *Thirdly*, it is contended that the objections filed by the petitioner have been dismissed by a non-speaking order without assigning any reason. This is in violation of the Principles of Natural Justice which renders the impugned order unsustainable. *Fourthly*, the contention is that under Section 25(3) of the 1986 Act, the Commission cannot order the Collector to attach and auction any property, but can only issue a certificate to proceed and recover the decretal amount as arrears of land revenue. Therefore, the direction issued by the Commission to attach the petitioner's house is without jurisdiction. In support of the contention, reliance has been placed upon the

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Supreme Court judgment in *Palm Groves Cooperative Housing Society Ltd.* v. *M/s Magar Girme and Gaikwad Associates*, 2025 INSC 1023.

4. *Per contra*, learned counsel for the respondents/decree holders submitted that the petitioner conspired with the judgment debtor to frustrate the decree. He was well aware of the attachment order issued by the Commission, but colluded with the judgment debtor to save the house in question from attachment and sale by entering into the said transaction. The agreement to sell in question was entered into after filing of execution applications and passing of the attachment orders. Despite the house having been attached, the judgment debtor not only created a tenancy in respect thereof, but also mortgaged it to the bank. It has been observed by the Commission in its order dated 29.10.2022, Annexure R-2.

5. Learned counsel for the Union Territory submitted that pursuant to the directions issued vide the impugned order, possession of the house in question was taken from the petitioner on 20.12.2024, and a Field Kanungo was appointed Receiver of the property on 20.08.2024. It was put to auction vide notice dated 15.01.2025, but no further proceedings could take place on account of interim stay granted by this Court.

6. Submissions made by learned counsel for the parties have been considered.

7. It is apparent on record that the orders passed by the Commission directing refund of due amounts to the home buyers/decree holders have not been complied with, and their execution applications remain pending before the Commission. Pursuant to the order passed in those execution applications, the house in question - 317, Sector 21-A, Chandigarh, was ordered to be

attached on 12.06.2019, and the judgment debtor was declared a proclaimed offender by the Commission sometime later. He was arrested on 21.09.2021. But prior thereto, on 24.06.2021, he entered into an agreement to sell the house in question with the petitioner, despite it being under attachment [as found out by the SIT in its report as well]. It has also come on record that the house had earlier been mortgage with the State Bank of India by the petitioner. This fact was noticed by the Commission in its order date 07.08.2020 while issuing certain directions to the Bank, as recorded hereinbefore. After the arrest of the judgment debtor, the Commission ordered his properties to be de-attached on 01.08.2022; however, at that time the application filed by the decree holders for attaching his properties, including the house, was pending adjudication. Still he executed sale deed of the house, dated 30.09.2025, in the petitioner's favour.

7.1. The circumstances surrounding this transaction were inquired into by the SIT, tasked with finding out whether it had been fraudulently entered into. The report submitted by the SIT dated 08.09.2025, clearly records that the petitioner was aware of the house being under attachment, and also that cases, including execution proceedings involving the property, were pending before the Commission. It was for this reason that he himself moved an application, dated 27.10.2021, before the Commission seeking impleadment as a party in those pending cases. He did not take any step for recovery of money that had been paid to the decree holder, nor initiated criminal proceedings alleging forgery or cheating, which would have secured his interests. It was, accordingly, concluded that as a prudent purchaser of property, he ought to have restrained himself from entering into the transaction; and that from his conduct, collusion between him and the judgment debtor post entering into the transaction, could not be ruled out. The report unequivocally points out that the petitioner is not a *bona fide* purchaser; instead, he colluded with the judgment debtor from the inception of the transaction with a view to preventing the property/house from being attached and sold in execution of the decree. This blatant attempt to frustrate rights of the decree holders to get their lawful dues, is nothing short of committing a fraud upon them as well as the Commission. Accordingly, no exception can be taken to the impugned order finding the act fraudulent. Further, since the transaction in respect of the house in question took place after it had already been attached by the Commission in execution proceedings, it would be hit by the doctrine of *lis pendens* and findings to that effect in the impugned order are unassailable.

7.2. The submission by learned counsel for the petitioners that the doctrine would not be applicable because the house was never the subject matter of the original complaint filed before the Commission, is without substance. As per the settled law, the doctrine of *lis pendens*, recognised under Section 52 of the Transfer of Property Act, 1882, declares that pendency of a suit or proceeding is deemed to commence from the date of institution of the suit or proceeding before a Court and continues until it is disposed of by complete satisfaction or discharge of the final order or decree. During such pendency, any immovable property pertaining to which any right is directly and specifically in question, cannot be transferred or otherwise dealt with so as to affect such rights. The law to this effect has been elucidated by the

Supreme Court in *Celir LLP* v. *Sumati Prasad Bafna and others,* 2024 SCC Online SC 3727, which is as follows:

> 156. As per the doctrine of *lis pendens*, nothing new can be introduced during the pendency of a petition and if at all anything new is introduced, the same would also be subject to the final outcome of the petition, which would decide the rights and obligations of the parties.
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> 157. The doctrine of *lis pendens* is duly recognized in Section 52 of the TPA which states that during the pendency in any court of any suit in which any right to immovable property is directly and specifically in question, the property cannot be transferred or otherwise dealt with by any party to the suit or proceedings. The explanation to the provision states that for the purposes of the Section, the pendency of a suit or proceedings shall be deemed to commence from the date of the presentation of the plaint or institution of the proceeding in a court, and shall continue until the suit or proceeding is disposed by a "final decree or order" and complete satisfaction of the order is obtained, unless it has become unobtainable by reason of the expiry of any period of limitation. ...
>
> 158. The following conditions ought to be fulfilled for the doctrine of *lis pendens* to apply:—
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> i. There must be a pending suit or proceeding;
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> ii. The suit or proceeding must be pending in a competent court;
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> iii. The suit or proceeding must not be collusive;
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> iv. The right to immovable property must be directly and specifically in question in the suit or proceeding;
>
> v. The property must be transferred by a party to the litigation; and,
>
> vi. The alienation must affect the rights of any other party to the dispute.

> 159. In short, the doctrine of *lis pendens*, which Section 52 of the TPA encapsulates, bars the transfer of a suit property during the pendency of litigation. The only exception to the principle is when it is transferred under the authority of the court and on terms imposed by it. Where one of the parties to the suit transfers the suit property (or a part of it) to a third-party, the latter is bound by the result of the proceedings even if he did not have notice of the suit or proceeding.

It is apparent from the facts of the instant case that the house in question transferred to the petitioner during pendency of the execution proceedings to satisfy the decree, directly concerns the rights of the decree holders, and it is not the case that the transfer has been effected under the authority of the Court. Accordingly, it is hit by the doctrine of *lis pendens*.

7.3. The next contention of learned counsel for the petitioners is that the Commission has no jurisdiction to order attachment and sale of the house, as the money decree in question can only be executed by directing recovery of the amount as arrears of land revenue by issuing a certificate to that effect to the Collector under Section 25(3) of the 1986 Act, is also devoid of merit. The judgment relied upon in support of the contention, *Palm Groves Cooperative Housing Society Ltd.* case *ibid*., infact, holds otherwise. It lays down that the words ‘an interim order’ in Section 25(1) of the Act have to be read as ‘any order’ as the same appear to have been incorporated in the sub-section erroneously. And sub-section (1) to Section 25, as interpreted by the Court, gives power to the Commission to direct attachment and sale of property for non-compliance of its order. Accordingly, no exception can be taken to such directions issued by the Commission with respect to the petitioner’s house. The judgment lays down:

25. From the aforesaid discussion, keeping in view the object in mind for which the 1986 Act and the 2019 Act have been enacted, in our view, using different tools available for interpretation of statutes, in Sub-section (1) of Section 25 the words where 'an interim order' should be read as where 'any order'. Towards the end of sub-section (1) and before words 'may order the property....', following line shall be deemed to be added 'enforce the same in the manner as if it were a decree or order made by the Court in a suit and the provisions of Order XXI of the First Schedule to the Code of Civil Procedure, 1908 shall, as far as may be. applicable and'. This interpretation goes in line with what was being understood and applied by different fora even post 2002 Amendment in 1986 Act. This is evident from number of execution petitions filed, entertained and disposed of. Many are still pending.

26. The sub-section (1) of Section 25 shall now read as under:

> "**Section 25. Enforcement of orders of the District Forum, the State Commission or the National Commission**.
>
> (1) Where **any order** made under this Act is not complied with, the District Forum or the State Commission or the National Commission, as the case may be, enforce the same in the manner as if it were a decree or order made by the Court in a suit and the provisions of Order XXI of the First Schedule to the Code of Civil Procedure,1908 shall, as far as may be, applicable and may order the property of the person, not complying with such order to be attached."

27. As there was anomalous situation in the language of Section 25(1) of the 1986 Act for the period 15.03.2003 to 20.07.2020, the provision as we have suggested above shall be considered as applicable in all the pending execution petitions or proceedings arising therefrom at any stage.

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8. In view of the discussion, this Court finds no ground to interfere with the impugned orders which are well reasoned and have been passed after taking into account relevant facts and circumstances of the case, as also the provisions of law.

9. The petitions are, accordingly, dismissed.

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

11. A photocopy of this order be placed on each of the connected files.

(TRIBHUVAN DAHIYA)
JUDGE

11.08.2026
Ad

Whether speaking/reasoned	*Yes/No*
Whether reportable	*Yes/No*