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

(Proceedings conducted through video conferencing)

Date of decision: 23.12.2020

1.

CR No.4701 of 2019(O&M)

Robin Gupta

.....Petitioner

VERSUS

M/s Stratford Educational Management Pvt. Ltd. and others

.....Respondents

Present: Mr. Gaurav Chopra, Advocate for the petitioner.

Mr. Puneet Jindal, Senior Advocate with
Mr. Tajinder Singh, Advocate for respondents No.1 and 2.

2.

COCP No.1810 of 2020(O&M)

Robin Gupta

.....Petitioner

VERSUS

Sukhpreet Singh Chauhan and another

.....Respondents

Present: Mr. Pankaj Katia, Advocate for the petitioner.

Mr. Puneet Jindal, Senior Advocate with
Mr. Tajinder Singh, Advocate for respondent No.1.

Mr. Sunil Chadha, Senior Advocate with
Mr. Divanshu Jain, Advocate for respondent No.2.

CORAM: HON'BLE MRS. JUSTICE REKHA MITTAL

REKHA MITTAL, J.

This order will dispose of CR No.4701 of 2019 and COCP No.1810 of 2020 as decision in the Civil Revision would have bearing qua adjudication of COCP.

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CR No.4701 of 2019

Challenge in the present petition has been directed against order dated 03.12.2016 (Annexure P-1) passed by the Additional Civil Judge (Senior Division), Panchkula whereby execution application filed by the petitioner has been dismissed.

A brief backdrop of the case is that the petitioner filed a suit for specific performance of agreement to sell dated 08.06.2012 in respect of SCO No.370, Sector 8, Panchkula measuring 1053.42 square meters built upto triple storey and the plot underneath, agreed to be sold by respondent No.1 through respondent No.2 for sale consideration of Rs.9,95,00,000/-. During pendency of the suit, parties arrived at settlement recorded in the compromise deed marked as Ex.C-1 and C-2. In pursuance of the settlement, an application was filed for passing consent decree on the basis of compromise deed dated 09.04.2014. The application was taken up in the Lok Adalat on 12.04.2014. Statements of parties namely Sh. Sukhpreet Singh Chauhan- respondent No.2 for himself and on behalf of respondent No.1, petitioner – Robin Gupta and one Sh. Dinesh Singla – plaintiff No.2 therein were recorded. On the basis of statements of parties particularly the last lines of statement of petitioner – Robin Gupta, the suit was dismissed as withdrawn and Court fee was refunded to the petitioner. The petitioner filed application for execution claiming that the JDs may be directed to comply with compromise deed Ex.C-1 and execute and register the sale deed as per compromise deed Ex.C-1 and statement made on oath before the Court. In the alternative, a prayer was made that a Clerk of the Court be deputed to get the sale deed executed and registered in respect of the suit property as per terms and conditions of compromise deed Ex.C-1

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and order dated 12.04.2014 and decree holder be put into possession of the said property. The executing Court dismissed the execution application with the observations that neither there is any judgment nor any decree regarding which the execution has been filed. Since there is no decree, the execution application is not maintainable and hence dismissed.

Feeling aggrieved against the order passed by the executing Court, the petitioner initially initiated contempt proceedings by filing COCP No.82 of 2017 that culminated in order dated 22.07.2019 passed by this Court. The petitioner was permitted to withdraw the contempt petition with liberty to have remedies available, in accordance with law. Thereafter, petitioner filed the instant petition by invoking Article 227 of the Constitution of India praying for setting aside order dated 03.12.2016.

Counsel for the petitioner would argue that petitioner along with co-plaintiff Dinesh Singla prayed for possession by way of specific performance of agreement to sell dated 08.06.2012 in respect of the entire property comprising triple-storey building of SCO No.370, Sector -8, Panchkula and payment of sale consideration of Rs.5,41,00,000. Later, the dispute between the parties was settled by way of compromise Ex.C-1. It is argued that as per the settlement, petitioner relinquished his claim in respect of basement and ground floor of the aforesaid SCO and respondents agreed to execute sale deed of the first and second floor for a sale consideration of Rs.3.5 crores with liability of the petitioner to refund Rs.1 crore to his co-plaintiff Dinesh Singla whereby Dinesh Singla agreed to discharge the respondents of their liability qua Rs.1 crore and against the suit property. It is further argued that as per the terms and conditions of settlement, respondents acknowledged the receipt of Rs.3 crore paid vide

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cheque and RTGS, reproduced in para 2 of the compromise deed Ex.C-1. He would further argue that another sum of Rs.50,00,000/- out of Rs.3.5 crores was paid by way of another cheque and the said cheque was encashed by the respondents. It is argued that it was also one of the terms of compromise/settlement deed Ex.C-1 that the compromise shall be full and final and intended to be a final disposition of issues raised and settled between the parties. The parties further agreed that they would place on record the settlement/compromise deed before the Court of Sh. Rahul Bishnoi, Additional Civil Judge (Senior Division), Panchkula and shall pray for passing of a consent decree on the basis of settlement. It is argued with vehemence that in pursuance of this settlement, a joint application was filed by the petitioner and respondents for recording that settlement and passing a consent decree. In pursuance thereof, the matter was taken up by the Lok Adalat, recorded statements of Sh. Sukhpreet Singh Chauhan – respondent No.2, Dinesh Singla co-plaintiff of the petitioner and of the petitioner – Robin Gupta annexed as Annexure P-7 colly. It is argued that once respondent No.2 has entered into settlement and made a statement before the Court that he would execute the sale deed of 50% share of the demised property namely first and second floor in favour of the petitioner on or before 30.05.2014, on the basis of compromise Ex.C-1 and C-2 marked as such before the Court below, the executing Court should have directed respondents No.1 and 2 to discharge their obligation under the compromise and on the basis of statement made before a Court of law. It is further argued that the petitioner has not been able to bear fruits of the compromise till now despite parting with a huge amount of Rs.3.5 crore and relinquishing his claim in respect of basement and ground

floor of the disputed property. He is rather compelled to involve in further litigation at the cost of waste of energy and expense. It is further argued that if the respondents are allowed to escape their liability in view of the compromise or the petitioner is compelled to involve in another bout of litigation by taking a technical view of the matter, it would be nothing but travesty of justice and putting premium on the wrong committed by respondents by failing to come true to the commitment made in the compromise deed and statement recorded before the Lok Adalat.

Another submission made by counsel is that Lok Adalat is a fora that can either record the settlement already arrived at between the parties or can assist the parties in arriving at a settlement. The Lok Adalat cannot decide the case on merits and making an award by the Lok Adalat on the basis of settlement between the parties is an administrative act, therefore, the executing Court should have proceeded with execution in order to give finality to settlement vide deed Ex.C-1 and C-2. In support of his contention, he has relied upon judgment of Hon'ble the Supreme Court **State of Punjab and another Vs. Jalour Singh, 2008(1) RCR (Civil) 857**, wherein the Court has held in para 8, quoted thus:-

“8. It is evident from the said provisions that Lok Adalats have no adjudicatory or judicial functions. Their functions relate purely to conciliation. A Lok Adalat determines a reference on the basis of a compromise or settlement between the parties at its instance, and put its seal of confirmation by making an award in terms of the compromise or settlement. When the Lok Adalat is not able to arrive at a settlement or compromise, no award is made and the case record is returned

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to the court from which the reference was received, for disposal in accordance with law. No Lok Adalat has the power to "hear" parties to adjudicate cases as a court does. It discusses the subject matter with the parties and persuades them to arrive at a just settlement. In their conciliatory role, the Lok Adalats are guided by principles of justice, equity, fair play. When the LSA Act refers to 'determination' by the Lok Adalat and 'award' by the Lok Adalat, the said Act does not contemplate nor require an adjudicatory judicial determination, but a non-adjudicatory determination based on a compromise or settlement, arrived at by the parties, with guidance and assistance from the Lok Adalat. The 'award' of the Lok Adalat does not mean any independent verdict or opinion arrived at by any decision making process. The making of the award is merely an administrative act of incorporating the terms of settlement or compromise agreed by parties in the presence of the Lok Adalat, in the form of an executable order under the signature and seal of the Lok Adalat.”

He has further relied upon judgments of Hon’ble the Supreme Court **P.T. Thomas Vs. Thomas Job, 2005(2) RCR (Rent) 222; K.N. Govindan Kutty Menon Vs. C.D. Shaji, 2012(1) RCR (Criminal) 102** and judgment of Bombay High Court **M/s Subhash Narasappa Mangrule Vs. Sidramappa Jagdeveppa Unnad, 2010(5) RCR (Criminal) 763.**

The last submission made by counsel is that taking into consideration the statement of objects and reasons of the Legal Services

Authority Act, 1987 (in short 'the Act') and provisions of Section 21 thereof dealing with award of Lok Adalat, the impugned order is liable to be set aside with a direction to the executing Court to proceed with the execution application.

Counsel for respondents has supported the impugned order by making three-fold submissions. He has made a preliminary submission that instant petition filed under Article 227 of the Constitution of India is not maintainable and appropriate remedy for the petitioner was to invoke the Revisional jurisdiction of this Court under Section 115 of the Code of Civil Procedure, 1908 (in short 'CPC'). It is further argued that petitioner with a mala fide intention has invoked Article 227 in order to avoid implications of petition under Section 115 of CPC being barred by limitation as revision petition under Section 115 CPC could be filed within 90 days from the date of order passed as back as on 3.12.2016 but the present petition has been filed after about three years thereafter.

Counsel would argue that the Lok Adalat passed an order with regard to dismissal of suit as withdrawn on the basis of statement made by the petitioner. As the Lok Adalat did not make an award under Section 21 of the Act, there is no award akin to a decree of civil Court that could be executed in the application filed by the petitioner. In support of his contention, he has relied upon judgments of this Court in **Mohan Lal Vs. Vijay Kumar Gupta and another, CR No.5493 of 2014 decided on 14.-09.2015, Rajesh Arora through LRs Vs. Dalip Kumar, CR No.8872 of 2015 decided on 07.02.2018, Dharambir and another Vs. Islammuddin, CR No.890 of 2015 decided on 09.05.2016**, Division Bench judgment of the Delhi High Court **Mohd. Amin Vs. Mohd. Iqbal, 2010 (7) RCR**

(Civil) 2700 and Single Bench judgment of Delhi High Court **Sanjay Goel**
Vs. Lions Club International and another, 2013(8) RCR (Civil) 984.

Counsel for the respondents would further argue that The National Legal Services Authority (Lok Adalats) Regulations, 2009 (in short 'Regulations'), were framed in exercise of the powers conferred by Section 29 of the Act. Regulation 17 of the Regulations deals with award. It is argued that under sub-regulation (6) of Regulation 17, Members of Lok Adalat should affix their signatures only in settlement reached before them and should avoid affixing signatures to settlement reached by the parties outside the Lok Adalat. It is further argued that Lok Adalat is obligated to pass an award, specimen whereof is appended to the Regulations. It is argued with vehemence that since in the instant case, no award in view of Regulation 17 has been passed, order passed by the Executing Court dismissing the application cannot be faulted with. In addition, it is argued that the petitioner in place of taking recourse to appropriate remedy, if any, for enforcement of agreement/compromise deed Ex.C-1 is dragging the respondents in litigations before this Court. He would pray that the petition may be dismissed with compensatory costs.

Counsel for the petitioner, in reply, would argue that in none of the cases decided by this Court or by the Delhi High Court, the matter with regard to compromise between the parties was placed before the Lok Adalat. He would next argue that in view of the peculiar facts and circumstances of the instant case wherein the settlement/compromise deed expressly records that the petitioner has already discharged his obligation of payment of Rs.3.5 Crores and what remained to be done was execution of sale deed in respect of demised premises and delivery of possession,

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respondents should not be allowed to take benefit of technicalities and perpetuate cheating committed not only with the petitioner but also with the Court.

I have heard counsel for the parties, perused the paper-book and original records of Civil Suit No.298/2013, decided on 12.04.2014.

Counsel for respondents has not disputed that even if the revision petition is filed under Article 227 but the same can be maintained under Section 115 of the CPC, the Court can treat the same under Section 115 CPC. That being so, the first objection raised by counsel for respondents qua maintainability of the petition is not tenable.

So far as contention that if the petition is treated under Section 115 CPC, thus, barred by limitation, the same is not meritorious and liable to be rejected. Firstly, the question of limitation in filing the revision petition needs liberal construction in view of the intent of legislation and spirit of provisions of Section 115 CPC that gives ample powers to this Court to call for record of any case which has been decided by any Court subordinate to High Court, if such subordinate Court appears to have exercised jurisdiction not vested in it by law or to have failed to exercise jurisdiction so vested or to have acted in the exercise of its jurisdiction illegally or with material irregularity. This apart, after passing of impugned order by the Executing Court, the petitioner immediately filed petition for initiating contempt proceedings against respondents. The same was allowed to be withdrawn vide order dated 22.07.2019 (Annexure P-11). Without loss of time, the instant petition was filed in July, 2019 itself. Taking into consideration the aforesaid, it can safely be held that the petitioner never slept over the matter and remained vigilant and diligent to

pursue enforcement of settlement/compromise deed Ex.C-1. The petitioner, in the given circumstances, cannot be condemned for his failure to file the instant petition within the stipulated period of limitation. In view of the above, the preliminary submission made by counsel for respondents is bereft of merit and accordingly rejected.

This brings the Court to examine order dated 03.12.2016 (Annexure P-1) passed by the Additional Civil Judge (Senior Division), Panchkula, as an executing Court. Indisputably, the parties during pendency of the suit arrived at a settlement recorded outside the Court vide compromise/settlement deed dated 09.04.2014 marked as Ex.C-1. They submitted a joint application for passing a consent decree on the basis of Ex.C-1 as agreed in para 10 of the settlement. The matter was taken up in the Lok Adalat presided over by the same Judicial Officer, seized of the civil suit for specific performance of agreement to sell dated 08.06.2012. Statement of Sh. Sukhpreet Singh Chauhan, respondent No.2, as Director for and on behalf of M/s Stratform Educational Management Pvt. Ltd. - respondent No.1 was recorded by the Lok Adalat. Similarly, the Lok Adalat recorded statement of Dinesh Singla- plaintiff No.2 therein and Sh. Robin Gupta, plaintiff No.1 (petitioner herein). After recording statements of the parties, the Lok Adalat passed order dated 12th April, 2014, quoted thus:-

“File taken up in Lok Adalat on an application for passing consent decree on the basis of compromise deed dated 09.04.2014. Defendant No.2 Sukhpreet Chauhan has stated that matter has been compromised as per compromise deed Ex.C1 and Ex.C2. Plaintiff No.2 Dinesh Singla has also

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admitted the compromise deed Ex.C1 and Ex.C2. Plaintiff no.1 Robin Gupta has also admitted the aforesaid compromise deed Ex.C1 and Ex.C2 between the parties and further admitted his liability as per the aforesaid compromise and stated that he does not want to pursue the present suit and withdraws the same and further requested for refund of court fees. Separate statement of the parties recorded to this effect. Heard. In view of the statement of the plaintiff, the present suit is, hereby, dismissed as withdrawn and Court fees be refunded to the plaintiff. Concerned Ahlmad is directed to issue an Authorization Certificate in this regard in favour of the plaintiff. File be consigned to the record room after due compliance.”

A plain reading of the aforesaid extract makes it apparent that though the Lok Adalat accepted the compromise effected between the parties vide compromise deed Ex.C-1 and C-2 and even recorded statements of the parties in this regard but eventually the suit was ordered to be dismissed as withdrawn. The Lok Adalat did not pass an award on the basis of compromise deed Ex.C-1 and C-2 or statement of the parties recorded before the Court, to be treated as a decree of Civil Court and liable to be executed as such. In the given scenario, I find it difficult to accept contention of the petitioner that the Court has committed illegality or material irregularity by dismissing execution application filed by the petitioner. That being so, the impugned order does not warrant interference.

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Under Article 227 of the Constitution of India, the High Court has power of superintendence over all Courts/Tribunals in relation to which it exercises jurisdiction. In exercise of the power, this Court would now examine, whether the order passed by the Lok Adalat should be allowed to sustain and the petitioner should be left to his fate by taking recourse to remedy in law for enforcement of compromise deed Ex.C-1 and C-2.

The Act was enacted to provide legal aid to the litigants. The Lok Adalats have been set up for settlement of disputes at the pre-litigating and post litigating stage. The parties are referred to the Lok Adalat to reconcile their differences and settle their disputes without undergoing rigmarole of trial. Undenyingly, Lok Adalat cannot decide dispute between the parties on merits and it can only facilitate settlement of dispute with its intervention or/and pass an award on the basis of out of Court settlement. As such, the object and purpose of setting up of Lok Adalats is to settle the dispute and not to regenerate the dispute already settled between the parties.

Reverting to the case at hand, admittedly, claim of the petitioner with regard to specific performance of agreement to sell dated 08.06.2012 in respect of entire property bearing SCO No.370, Sector 8, Panchkula on payment of balance sale consideration of Rs.5.41 crores was eventually settled vide compromise/settlement deed marked as Ex.C-1 before the Lok Adalat. In view of the settlement, the petitioner relinquished his claim in respect of basement and ground floor of the aforesaid SCO and the respondents agreed to execute the sale deed in respect of first and second floor of the said SCO in favour of the petitioner

on payment of Rs.3.5 crores plus Rs.1 crore to be paid by the petitioner to his co-plaintiff Sh. Dinesh Singla. The settlement records that the first party i.e. M/s Stratford Educational Management Pvt. Ltd. through its Director Mr. Sukhpreet Singh Chauhan (respondents herein) shall keep the amount of Rs.3 crore (detailed in clause 2 of the compromise) that has been jointly paid by the second party (Robin Gupta) and the third party (Mr. Dinesh Singla). Counsel for the respondents, in response to a query, would fairly concede that cheque of Rs.50 lakhs issued by the petitioner to discharge his obligation of payment of Rs.3.5 crores towards sale consideration was encashed by the respondents, as such, the petitioner discharged his entire liability qua payment of sale consideration of first and second floors of the SCO. There is nothing on record suggestive of the fact that any dispute was left between the petitioner and his co-plaintiff Sh. Dinesh Singla to whom the petitioner agreed to pay Rs.1 crore on behalf of the respondents.

Sh. Sukhpreet Singh Chauhan – respondent No.2 recorded his statement dated 12.04.2014 acknowledging the compromise Ex.C-1 and C-2. A relevant extract therefrom reads as follows:-

“Stated that there has been a compromise with the plaintiff in the instant case. Compromise are Ex.C-1 and Ex.C-2. As per the compromise I would get the registry of 50% share of the demised property in favour of plaintiff No.1 (Robin Gupta) on or before 30.05.2014. As per the compromise the first and second floor of the demised premises would be transferred in favour of plaintiff No.1 (Robin Gupta). I would retain the ground floor and the basement but I would be bound to get 50% registered in his favour. There is a

tenant on the second floor of the demised premises, accordingly, only the symbolic possession of the second floor would be handed over to the plaintiff No.1 on the day of registry or before that. The first floor is vacant and the vacant possession of the same would be handed over to the plaintiff No.1. Plaintiff No.1 Robin Gupta would give Rs.1 Crore to the plaintiff No.2 Dinesh Singla who had given the said amount to defendant Nos.1 and 2. Plaintiff No.2 would have nothing due towards defendant Nos.1 and 2 and in future also the plaintiff No.2 would have no remaining transaction with the defendant nos.1 and 2 regarding the demised premises. The copy of resolution is in my favour is Ex.C-3.”

In para 10 of Ex.C-1, the parties consented to the following effect:-

“10.That is has also been agreed by all the parties to this Settlement/Compromise Deed that they shall place on record the above said Settlement/Compromise Deed before the Court of Sh. Rahul Bishnoi, Additional Civil Judge, Senior Division, Panchkula and shall pray for passing of a CONSENT DECREE on the basis of the present Settlement/Compromise and consequently, all the parties shall abide by the terms and conditions of the present compromise/settlement.”

Indisputably, in pursuance of the compromise including para 10 extracted hereinbefore, the parties submitted an application for passing a consent decree. The opening line of order dated 12.04.2014 passed by the Lok Adalat makes reference to application for passing consent decree on the basis of compromise deed dated 09.04.2014. A thorough

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examination of compromise/settlement deed marked as Ex.C-1 before the Lok Adalat, statement of Sh. Sukhpreet Singh Chauhan – respondent No.2 extracted hereinbefore, makes it evident that the petitioner had discharged his entire obligation making him eligible to get the sale deed executed in respect of the first and second floor of the SCO in question, agreed to be executed by respondent No.2 on or before 30.05.2014 with an undertaking to deliver symbolic possession of the second floor being under tenancy and vacant possession of first floor. As has already been taken note of but for the sake of repetition, there is no dispute between petitioner and his co-plaintiff Dinesh Singla in respect of Rs.1 crore which the petitioner agreed to pay to Sh. Dinesh Singla on behalf of the respondents. The Lok Adalat miserably failed to appreciate contents of the compromise and statement of Sh. Sukhpreet Singh Chauhan while ordering the suit to be dismissed as withdrawn merely because of the statement of Sh. Robin Gupta, appears to be the result of wrong legal advice or actuated by his anxiety to have refund of Court fee but without realizing that he would be entitled to refund of Court fee even if the Lok Adalat passes an award on the basis of settlement.

The question that arises for consideration is, whether the respondent who had back-tracked from his commitment recorded in the compromise and statement made before the Lok Adalat should be allowed to perpetuate his mischief of enjoying the property and huge sum of Rs.3.5 crores by ordering the petitioner to avail alternative remedy for enforcement of agreement because of mistake committed by the Lok Adalat or the order passed by the Lok Adalat should be set aside in exercise of jurisdiction under Article 227.

As per the settled position in law, no one can be allowed to misuse and abuse the process of law. The petitioner is involved in litigation despite having agreed to relinquish his rights in respect of ground and first floor of the property and parting with a huge amount of Rs.3.5 crores in favour of the respondents plus Rs.1 crore in favour of Sh. Dinesh Singla. In the given circumstances, if the petitioner is directed to initiate another bout of litigation for enforcement of the compromise/settlement deed, it would be nothing short of putting premium over mischievous conduct of the respondents who failed to discharge their unilateral obligation on the basis of compromise/settlement and statement recorded before a Court of law. In this view of the matter, in my considered opinion, the respondents should not be allowed to take undue advantage of a wrong committed by the Court and improper legal advice to the petitioner for withdrawal of the suit.

To be fair, it is pertinent to note that counsel for respondents, in response to query of the Court, responded that the amount of Rs.3.5 crores aforesaid has been adjusted in future transactions between the parties. Counsel for petitioner emphatically denied the same. Nevertheless, counsel for respondents did not seek time to produce document(s) evidencing adjustment of Rs.3.5 crores. It is highly difficult rather impossible to believe that a person would allow adjustment of such a huge amount without documentary evidence. It rather shows that conduct of respondent No.2 is not free from blemish.

As an upshot of the aforesaid discussion, interest of substantial justice commands that order passed by the Lok Adalat should be set aside and the matter be remitted to the said Court for passing an

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appropriate order in view of terms and conditions of settlement, application filed by the parties for passing a consent decree and statements made by the parties in respect of settlement. Accordingly, order passed by the Lok Adalat is set aside and the matter is remitted to the said Court for passing an appropriate order, in accordance with law. The parties through their counsel are directed to appear before the Lok Adalat on 19.01.2021. The Lok Adalat shall dispose of the matter within one month of parties putting in appearance.

In view of what has been discussed hereinbefore, petition stands disposed of in the aforesaid terms, leaving the parties to bear their own costs. All pending miscellaneous applications shall be deemed to be disposed of.

Before parting with this order, it is pertinent to note that during long experience as a member of judiciary, I have not come across even a single case where the Lok Adalat has passed an award in compliance of provisions of Regulation 17 and specimen annexed thereto. In order to avoid any legal complications, the Lok Adalats in the States of Punjab, Haryana and U.T. Chandigarh are directed to pass the award in compliance with the provisions of Regulation 17 of the Regulations.

COCP No.1810 of 2020

By invoking Sections 10 and 11 of the Contempt of Courts Act, 1971, the petitioner prays for summoning the respondents/contemnors and punishing them for willful and deliberate disobedience of directions issued vide order dated 14.07.2020 and 18.08.2020 (Annexure P-9 and P-10).

Counsel for the petitioner would argue that in Civil Revision No.4701 of 2019 filed against order dated 03.12.2016 (Annexure P-4), this Court passed order dated 14.07.2020 directing “status quo be maintained, in the meantime”. It is further submitted that in pursuance of the aforesaid order, renovation work carried out by the respondents got stopped after lot of deliberation and upon intervention of police authorities. On 18.08.2020, the contemnors caused appearance in the Civil Revision and respondent No.1 filed reply to application for stay. On that date, the Court directed the interim order to continue and the case was adjourned to 30.09.2020. It is argued that the petitioner received legal notice dated 10.08.2020 (Annexure P-11) issued by respondent No.2 and he threatened to continue the work in violation of directions issued by this Court. The renovation work was again commenced, depicted in the photographs (Annexure P-12). The last submission made by counsel is that in case the respondents had any doubt with regard to spirit of order of status quo passed by this Court, it was for the respondents to seek necessary clarification.

Counsel for respondent No.2 while refuting contention of the petitioner would argue that in order dated 14.07.2020, there is no reference to any such contention raised by the petitioner with regard to making construction or renovation by the said respondent when admittedly he had taken the first and second floor of the property on rent even prior to order dated 14.07.2020 had been passed by the Court. It is further argued that the petitioner has wrongly claimed himself to be owner of the property but till date neither he became owner nor ever remained in possession of first and second floor of the property in dispute. He would inform that

respondent No.2 is ready to pay rent @ Rs.2.5 lakh per month in case the petitioner acquires title to the demised premises.

Another submission made by counsel is that order impugned in Civil Revision has been correctly passed by the executing Court and since the main petition does not have merit, the petition is liable to be dismissed, filed with a mala fide intention subsequent to respondent No.2 having filed a complaint to the police against the petitioner.

I have heard counsel for the parties and perused the paper-book with their able assistance.

The Civil Revision with regard to challenge against order dated 03.12.2016 passed by the executing Court has been disposed of and the impugned order has been affirmed, though order passed by the Lok Adalat dated 12.04.2014 has been set aside. As has been rightly argued by counsel for respondents, the petitioner has not become owner of the suit property till date as he cannot claim title until the compromise/settlement agreement Ex.C-1 is enforced in appropriate proceedings. Similarly, the petitioner never claimed to be in possession of the demised premises.

Perusal of order dated 14.07.2020 passed by this Court makes it evident that there is no reference to any such contention raised by the petitioner that respondents are making additions/alterations in the first and second floor of the disputed property. This Court passed an order of status quo but without any reference to status quo regarding possession or existing situation. Respondent No.2 was not a party to the Civil Revision when order dated 14.07.2020 was passed. While passing order dated 18.08.2020 by the Court, again there is no reference to any such complaint

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by the petitioner that respondent No.2 is making additions/alterations in the property and he should be stopped from doing so.

Taking into consideration the aforesaid, I do not find merit in contentions of the petitioner that respondents are liable to be punished for committing contempt of the Court.

In view of what has been discussed hereinbefore, the petition is dismissed.

A copy of this judgment be circulated to all the District & Sessions Judges in the States of Punjab, Haryana and U.T. Chandigarh for necessary compliance.

DECEMBER 23, 2020

‘D. Gulati’

**(REKHA MITTAL)
JUDGE**

Whether speaking/reasoned :

yes/no

Whether reportable :

yes/no



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