

**BEFORE THE REAL ESTATE REGULATORY AUTHORITY,
HIMACHAL PRADESH AT SHIMLA**

Execution Petition no. PET2025002

In the matter of:-

Sh. Gagan Raj Singh, Son of Sh. Gajinder Singh, Resident of 5200/1 Modern Housing Complex Manimajra- Chandigarh. Now Resident of 5199/1 Modern Housing Complex Manimajra (Sector 13)- Chandigarh.
.....Decree Holder

Versus

- 1 Jagjit Singh Ahlawat, Son of Sh. Umed Singh, Resident of House No. 46, Sector 10, Panchkula, Haryana, 134109
- 2 Ahlawat Developers and Promoters (Partnership Firm), SCO 365, First Floor, Swastik Vihar, Sector 8, Panchkula 134109 Sh. Jagjit Singh Ahlawat & Smt. Suman Ahlawat
.....Judgment Debtor

Present: Sh. Atul Pundir, Ld. Counsel along with Sh. Gagan Raj Singh
Sh. J.S. Ahlawat

Date of hearing: 12.12.2025

Date of pronouncement of order: 30.01.2026

Interim Order

CORAM: CHAIRPERSON AND MEMBER

1. FACTS OF THE OBJECTIONS:-

The complaint was filed before this Hon'ble Authority on 13.06.2022 on the basis of Apartment Buyer Agreements dated 30.01.2008 and 23.11.2019, which were executed between M/s Ahlawat Developers and Promoters, a partnership firm registered under the Indian Partnership Act, 1932, having its principal of business at Baddi, (PAN AAMFA2418A) through its authorized partners and signatory Sh. Jagjit Singh Ahlawat , on the one hand, and Sh. Gagan Raj Singh and

Sh. Avtar Singh, on the other hand. It is stated that Sh. Avtar Singh subsequently relinquished his share in the subject property and submitted an Affidavit dated 31.10.2022, duly notarised on 14.11.2022, wherein he expressly consented that the Apartment Buyer Agreement executed on 30.01.2008 and renewed on 23.11.2019 may be revoked and that a fresh Agreement for sale be executed exclusively in the name of Sh. Gagan Raj Singh. A copy of the said Affidavit has been placed on record as Annexure R-1. It is further stated that a fresh Agreement for sale was executed on 14.11.2022 between M/s Ahlawat Developers and Promoters and Sh. Gagan Raj Singh. The execution of the said agreement stands duly recorded in the findings of this Authority at Page 3 of the Order dated 09.02.2024. By virtue of the said agreement, the earlier Agreement for sale stood expressly superseded and replaced by the new Agreement for sale dated 14.11.2022. It is further established that the Agreement for sale dated 14.11.2022 was executed at the specific request of the allottee, of his own free will, without any coercion, or pressure, of any nature. The said agreement strictly confirms to the format prescribed under the Himachal Pradesh Real Estate (Regulation and Development) Rules, 2017 and fully complies with the statutory and standard requirements mandated thereunder. The Hon'ble Supreme Court of India has consistently held in various judgments that where a subsequent agreement expressly supersedes or replaces an earlier agreement, the terms of the subsequent agreement alone govern the rights and obligations of the parties. Consequently, the earlier agreement ceases to have any legal effect, and all rights, and obligations of the parties are required to be determined solely in accordance with the terms of the superseding agreement. It has further been reiterated by the Hon'ble Supreme Court that courts

cannot rewrite, alter, or create contractual terms beyond what has been mutually agreed upon by the parties in writing. The judicial duty is confined to interpreting and enforcing the contractual terms as expressly contained in the subsequent validly executed agreement. The rights, remedies, and liabilities of the parties, including those relating to possession, payment, and relief in case of delay or defaults, flow exclusively from the latest buyer agreement. The Hon'ble Supreme Court has repeatedly emphasized that where parties choose to novate or replace an old agreement with a new one, such subsequent agreement is legally enforceable, provided it is validly executed and not barred by law. In such circumstances, the earlier agreement stands rendered null and void for the purpose of future disputes. This judicial approach underscores the sanctity of contractual terms and the autonomy of parties to redefine their legal relationship through a valid agreement. It is further stated that as per the Apartment Buyer Agreement dated 14.11.2022, it was mutually agreed between the parties that the promoter shall deliver possession of the unit on 15.12.2022. In compliance with the Orders dated 29.10.2022 passed by this Authority, a joint meeting was held between the complainant and the promoter on 24.11.2022, wherein the parties arrived at an amicable settlement. It was agreed therein that the complainant shall submit complete documents required for grant of permission under Section 118 of the Himachal Pradesh Tenancy and Land Reforms Act, 1972 to the District Collector, Solan, within two working days, the promoter shall execute the sale deed within fifteen days of the grant of permission under Section 118 by the Government of Himachal Pradesh , Flat No. 201, Tower A-3, Himachal One, Baddi shall be handed over within thirty days from the date of the Minutes of Meeting

and in view of the said settlement, the parties did not wish to pursue the matter at that stage. The Minutes of Meeting and the settlement were duly reported to this Authority through an email dated 25.11.2022, a copy whereof has been placed on record as Annexure R-2. It is further stated that the Decree Holder/Complainant never approached the Judgment Debtor/Promoter either for taking possession of the unit, which had already been inspected by him, or for complying with the requirements stipulated by the District Collector, Solan, regarding submission of complete documents. Thereafter, another meeting was held on 04.09.2023 between the Decree Holder/Complainant and the Judgment Debtor/Promoter for submission of the pending documents so as to enable the promoter to submit a complete application before the District Collector, Solan, for grant of permission under Section 118 of the Himachal Pradesh Tenancy and Land Reforms Act, 1972. The Decree Holder thereafter collected, by hand, a letter dated 24.09.2023 addressed by the Judgment Debtor/Promoter to the Government-approved Valuer, on 09.11.2023. Copies of the said letter and acknowledgment are placed on record as Annexure R-3. This was followed by reminders dated 01.11.2023 and 21.11.2023, as well as an email dated 22.11.2023, copies whereof are collectively placed on record as Annexure R-4. It is stated that the new Apartment Buyer Agreement is neither unfair nor unilaterally imposed upon the Decree Holder/Complainant and does not violate any statutory provisions of the Real Estate (Regulation and Development) Act, 2016 or the Rules framed thereunder. The said agreement was executed with proper, consensual, and legally compliant stipulations and validly superseded the earlier agreements.

It is further stated that the execution petition came to be filed by the Decree Holder only on 31.07.2025, after a lapse of fifteen months, for which delay the Judgment Debtor/Promoter cannot be held responsible and, therefore, is not liable to pay any interest for the said period. the liability of the Judgment Debtor/Promoter is confined to refunding the amount from the date of execution of the new Apartment Buyer Agreement, i.e., 14.11.2022, till the expiry of two months from the date of passing of the Order dated 09.02.2024, up to 09.04.2024. The total refundable amount along with interest calculated at the rate of 10.85% works out to Rs. 21,90,223/-. It is further stated that the Decree Holder is liable to pay maintenance charges at the rate of Rs. 1,575/- per month from January 2023 till April 2024, i.e., up to two months after the passing of the Order dated 09.02.2024. The total maintenance amount payable comes to Rs. 26,775/-. The detailed calculations pertaining to the refund payable to the Decree Holder as well as the maintenance charges payable by the Decree Holder have been placed on record as Annexure R-5.

2. REPLY TO OBJECTIONS ON BEHALF OF THE DECREE HOLDER:

The present execution petition has been filed strictly in pursuance of, and in conformity with, the final and binding order passed by this Authority, whereby the Judgment Debtor was directed, inter alia, to refund a sum of Rs. 19,00,000/- (Rupees Nineteen Lakh only) to the Decree Holder along with interest at the rate of 10.85% per annum. As per the computation forming part of the said order, the total decretal amount works out to Rs. 53,37,190/- (Rupees Fifty-Three Lakh Thirty-Seven Thousand One Hundred Ninety only), comprising Rs. 19,00,000/- towards principal refund and Rs. 34,37,190/- towards interest calculated at the rate of 10.85% per annum from the dates on

which various payments were made, from the date of filing of the complaint till realization. It was stated that through the present objections, the Judgment Debtor is clearly seeking to reopen issues which have already been conclusively adjudicated by this Authority. Such an exercise is impermissible in law, as once a final adjudicatory order has been passed, the executing authority is bound to enforce the decree as it stands and cannot go behind, modify the same. It was submitted with utmost respect that the Judgment Debtor is attempting to mislead this Authority by raising contentions which were either already considered or dealt with during the adjudication proceedings/ stage. It was further stated that this Authority, by way of a reasoned and speaking order, after due consideration of all evidence, and submissions, directed refund of the aforesaid amount to the Decree Holder in the event of failure of the promoter to execute the sale deed within the stipulated period of two months. The Judgment Debtor having failed to comply with the said directions, the Decree Holder was left with no alternative but to file the present execution petition, which is fully maintainable in law. The objections raised by the Judgment Debtor with respect to alleged dual agreements, claims of maintenance and electricity charges, and other miscellaneous allegations are wholly extraneous to the scope of execution proceedings and amount to a clear abuse of the process of law. None of these contentions have any bearing on the enforceability of the binding decree. The Hon'ble Supreme Court has held that an executing court cannot go behind the decree has been consistently reaffirmed by the Hon'ble Supreme Court. In *Vasudev Dhanjibhai Modi v. Rajabhai Abdul Rehman* [(1970) 1 SCC 670], it was categorically held that an executing authority must take the decree as it stands and has no

jurisdiction to question its legality or correctness. Similar principles were reiterated in *Hiralal Patni v. Sri Kali Nath* [AIR 1962 SC 199] and *Bhavan Vaja & Ors. vs. Solanki Hanuji Khodaji Mansang* [(1972) 2 SCC 40]. In the context of the Real Estate (Regulation and Development) Act, 2016, the Hon'ble Supreme Court in *Newtech Promoters and Developers Pvt. Ltd. v. State of U.P. & Ors.* [(2021) 10 SCC 366] has clearly held that once a reasoned order is passed by the Adjudicating Authority or RERA, the same is binding and enforceable through execution, and the promoter cannot be permitted to raise fresh factual or legal issues to delay compliance. Similarly, in *M/s Imperia Structures Ltd. v. Anil Patni & Anr.* [(2020) 10 SCC 783], the Apex Court emphasized that orders passed under RERA have statutory force and promoters cannot evade refund or interest obligations by resorting to dilatory tactics or parallel proceedings. It was further stated that the computation or alleged set-off sought by the Judgment Debtor in the present objections, by attempting to reduce the decretal liability through fabricated counter-claims, is wholly untenable at the execution stage. As held in *State of Punjab v. Krishan Dayal Sharma* [(1990) 4 SCC 179], no adjustment, set-off, or counter-claim can be entertained during execution stage unless the same is expressly permitted in the decree itself. The objections are further barred by the principles of res judicata under Section 11 of the Code of Civil Procedure, as well as by the doctrine of finality of adjudication, since all issues raised therein were conclusively determined in the main complaint proceedings. It was further stated that no appeal or review has been preferred against the final order dated 09.02.2024. The present objections, therefore, constitute a malicious and deliberate attempt to obstruct execution of a lawful and binding order, resulting

in undue delay in realization of the Decree Holder's rightful dues. This Authority is vested with full powers under Section 40 of the Real Estate (Regulation and Development) Act, 2016 to enforce its orders as arrears of land revenue. Accordingly, it is prayed that the objections deserve dismissed in limine, and this Hon'ble Authority is requested to proceed with execution and recovery of the decretal amount of Rs. 53,37,190/- inclusive of interest at 10.85% per annum, along with further interest till realization, and to pass such other or further orders as may be deemed just and proper in the facts and circumstances of the case.

3. SUBMISSIONS ON BEHALF OF THE JUDGMENT DEBTOR (JD)

It was submitted by the Judgment Debtor that in the rejoinder filed by the Decree Holder, reliance has been placed upon certain judgments of the Hon'ble Supreme Court allegedly dealing with the issue of supersession of a Agreement for sale. It was contended that, as per the record, the original agreement relied upon by the Decree Holder is only the Apartment Buyer Agreement dated 30.01.2008. It was observed by this Authority that the Judgment Debtor cannot seek a review of the order already passed earlier by this Authority. In response thereto, the Judgment Debtor clarified that no prayer for review of the earlier order is being made. It was submitted that the present objections have been filed only in light of the rejoinder submitted by the opposite party and the judgments of the Hon'ble Supreme Court cited therein, which go to the root of the matter. It was further submitted by the Judgment Debtor that a new Apartment Buyer Agreement dated 11.11.2022 has been executed between the parties, which has been duly recorded in the order passed by the

Hon'ble Authority. It was contended that the said new agreement cannot be ignored. The Judgment Debtor submitted that the new agreement was executed at the specific request of both the allottees, namely Mr. Kartar Singh and Mr. Gagan Raj Singh. It was argued that the said agreement dated 11.11.2022 expressly provides that it supersedes the earlier Apartment Buyer Agreement dated 30.01.2008. Reliance was placed on settled principles of law and judgments of the Hon'ble Supreme Court to contend that once a fresh agreement is executed, the earlier agreement ceases to have any legal force. It was further submitted that Section 62 of the Indian Contract Act, 1872 clearly recognizes the principle of novation, whereby a new contract replaces the old one. The Judgment Debtor submitted that once novation has taken place through a valid and lawful agreement, all liabilities must flow from the fresh agreement alone. It was emphasized that the objections raised do not amount to reopening the matter or taking the proceedings back to square one, but only seek recognition of the legal effect of the subsequent agreement already on record. It was further submitted that several decisions of the Hon'ble Appellate Tribunal have also held that where a new agreement has been executed, the earlier agreement cannot be enforced. It was contended that the said judgments could not be filed earlier as the Judgment Debtor's project has been stayed by the Government. The Judgment Debtor further submitted that a false narrative was created in revenue circles declaring the project to be illegal, as a result of which, since July 2023, the Judgment Debtor has been facing serious consequences. It was alleged that out of 62 similarly placed builders, the Judgment Debtor was arbitrarily singled out. It was submitted that despite the order of the Hon'ble High Court of Himachal Pradesh

dated 30.04.2025, the same has not been complied with by the Revenue Authorities till date. As on 12.12.2025, the Judgment Debtor submitted that an appeal against the State authorities for non-compliance of the High Court's order is most likely to be filed. It was prayed that all the aforesaid submissions, including the reliance on novation and subsequent agreement, be duly recorded in the final order, as the Judgment Debtor intends to avail the remedy of appeal before the Hon'ble Tribunal. It was further requested that one week's time be granted to place the judgments on record, after which the matter may be fixed for arguments.

4. SUBMISSIONS ON BEHALF OF THE DECREE HOLDER (DH)

The Ld. Counsel for the Decree Holder submitted that the judgments cited by the Decree Holder are matters of law and binding in nature. It was contended that the objections filed by the Judgment Debtor are completely devoid of merit. It was submitted that the primary contention raised by the Judgment Debtor regarding the existence of an earlier agreement has already been conclusively decided by the Ld. Trial Court while deciding the main case. Specific reference was made to paragraph 1-A of the judgment, wherein all issues relating to the agreement was adjudicated. It was further submitted that the submissions made by the Judgment Debtor in paragraphs 2, 3, and 4 of the objections are merely a repetition of the arguments already considered and rejected by the Ld. Trial Court, again under paragraph 1-A of the judgment. It was argued that the Judgment Debtor is, in effect, seeking to reopen issues that have already attained finality. It was contended that the Judgment Debtor is asking this Hon'ble Executing Authority to go beyond the scope of the decree and re-examine matters already decided by the Ld. Lower Court, which is

impermissible in execution proceedings. No order to that effect has ever been passed by the Ld. Trial Court. It was further submitted that the entire decretal amount has been tendered by the Decree Holder, and detailed calculation sheets have been placed on record. It was contended that, in fact, an excess amount of Rs. 1, 00,000/- has already been paid. However, the Decree Holder is only claiming Rs. 1, 00,000/- less than the total amount, as at the time of the decision by the Ld. Trial Court, certain payment details could not be produced. It was submitted that in the calculation sheet filed by the Decree Holder, specifically on the second page at Serial No. 10, an entry of Rs. 50,000/- is reflected. While the payment is shown, the Decree Holder is not claiming the said amount since the Ld. Trial Court did not assess it while passing the judgment. Accordingly, the assessed amount stands at Rs. 53,37,119/- only. It was emphatically submitted that despite repeated requests, no payment has been made to the Decree Holder since the passing of the judgment. The judgment itself clearly stipulates that payment was required to be made within a reasonable period of three months. It was further contended that upon failure to comply within the stipulated period, the Act itself provides for the imposition of per-day penalty. The Decree Holder submitted that as on the date of filing, a sum of Rs. 53,37,190/- is payable, without any modification or re-computation. The Ld. Counsel for the Decree Holder submitted that there are three categorical submissions. First, all issues relating to novation and the alleged secondary agreement have already been decided by the Ld. Trial Court with due reference in paragraph 1-A of the judgment. Second, if the Judgment Debtor was aggrieved by the said judgment, the appropriate remedy was to file an appeal, which has admittedly not

been done. Third, the Judgment Debtor has neither complied with the orders of the Hon'ble RERA nor pursued the statutory remedy of appeal, and is only seeking to delay the execution proceedings. It was further submitted that execution proceedings cannot be converted into appellate proceedings, and the Hon'ble Executing Court has no jurisdiction to modify, alter, or review the judgment passed by the Ld. Trial Court, which has attained finality. It was also submitted that the Decree Holder had specifically pleaded before the Ld. Trial Court that due to inaction on the part of the Revenue Authorities and the builder, the Decree Holder cannot be kept in abeyance indefinitely. It was reiterated that either possession along with sale deed be handed over, or in the alternative, refund of the entire amount be granted. Lastly, it was submitted that the Decree Holder had made the entire payment as far back as in the year 2012, and the builder has been delaying the matter ever since, thereby causing continuous hardship to the Decree Holder.

- 5. After having analyzed the submissions of the parties and record vis a vis the settled position while adjudicating upon the execution petition, the Authority is required to consider whether:**
- a) The respondent/ Judgment Debtor had honoured the directions contained in the aforesaid order, passed by this Authority vide order dated 09.02.2024, vide which judgment debtor i.e. Ahlawat Developers and Promoters was directed to refund the amount to the decree holders along with the interest accrued as per provision of section 18 of RERD Act read with rule 15 of HP RERD Rules, 2017.**

b) Whether the objections raised by the Judgement Debtor carry sustainability in view of the facts emerged during the adjudication of the matter?

6. **ANALYSIS:** Having carefully considered the objections filed by the Judgment Debtor (JD), the reply of the Decree Holders (DHs), arguments advanced by both the parties, as well as the final order dated 09.02.2024 which is sought to be executed, this Authority records the following detailed findings. At the outset, it is settled law that the jurisdiction of an executing court/authority is confined to execution of the decree as it stands. The Hon'ble High Court of Himachal Pradesh in **Nalagarh Dehati Cooperative Transport Society v. Suraj Mani, 1976 Shimla Law Journal 172** held that the executing court cannot go behind the decree even if erroneous on facts or law. Similarly, the Hon'ble Supreme Court in **Rajasthan Financial Corporation v. Man Industrial Corporation Ltd. (2003) 7 SCC 522** and **Rameshwar Das Gupta v. State of U.P. (1996) 5 SCC 728** reiterated that execution courts must take the decree according to its tenor. Most authoritatively, in **Vasudev Dhanjibhai Modi v. Rajabhai Abdul Rehman (1970) 1 SCC 670**, it was laid down that even an erroneous decree remains binding unless set aside in appeal or revision. Further, in **Mohd. Masthan v. Society of Congregation of the Brothers of the Sacred Heart (2006) 9 SCC 344**, it was held that an executing court cannot entertain pleas of fraud or collusion. Thus, the objections now raised by the JD are essentially attempt to reopen the issues of dates for payment of interest, maintenance charges and total amount payable to the decree holders. There is specific direction of this Authority in order dated 09.02.2024 that the

decree holder is entitled for a refund of Rs. 19,01,400/- along with interest @ 10.85 % per annum from the date of various payments were made to the respondent on the amount paid by him. The refund along with interest is held to be paid by the judgment debtor to the decree holder within 60 days from the date of passing the order. It has been concluded by this Authority that the decree holder has paid Rs. 19,01,400/- to the JDs. The decree holder has filed the calculation sheet by giving the description of amount paid from 14.01.2006 to 13.10.2009. The payment of this amount has not been disputed by the judgment debtor. The decree holder has also given the description of the interest incurred upon the payment year-wise along with the total principal plus interest which has been calculated at Rs. 54,75,400/-but the decree holder is claiming interest on Rs. 19,00,000/-. The interest has been worked out to Rs. 34,37,190/- by the Decree Holder thus , the decree holder has claimed payment of Rs. 53,37,190/-. The calculation of the amount given by the decree holder has not been disputed by the judgment debtor. The objection of judgment debtor is that the interest amount may be calculated from the date of newly executed agreement on 14.11.2022 till 09.04.2024. It has been further prayed that decree holder may be directed to pay maintenance charges from January, 2023 till 09.04.2024 and net payable amount to the decree holder is Rs.21,63,448/- . The objections raised by the judgment debtor have been rebutted by the decree holder by stating that the refund has already been adjudicated by this Authority (HP RERA) vide order dated 09.02.2024 and the objections raised by the judgment debtor is nothing but to linger on the payment and to reopen the issues which have already been adjudicated in the complaint. In case the judgment debtor had made

the payment to the decree holder, the execution petition would have been satisfied. As already mentioned above, the decree stands as it is and has not been questioned regarding its legality and correctness. Once, the Authority has passed a reasoned order, the same is binding on both the parties. As such, the judgment debtor cannot raise fresh factual points to delay the execution petition. It is the duty of the judgment debtor to satisfy the order dated 09.02.2024 in its true spirit. Though, the agreement dated 30.01.2008 has been replaced with agreement dated 14.11.2022, fact remains that the decree holder has made periodical payments right from beginning. Hence, the JD has not complied with the order passed by this Authority in its true spirit so the objection of the judgment debtor that interest on amount may be worked out from 14.11.2022 is not sustainable.

The Hon'ble Apex Court in a case of **State Bank of India v. Messers Indexport Registered and others reported in AIR 1992 SC 1740** and it was held that "it is the right of decree holder to proceed with it in a way he likes." Now, the observations of Hon'ble Apex Court, on the scope of interference of executing court and scope of entertaining the objections filed by Judgment Debtor, is worth considering. In **Rahul S. Shah Vs Jinendra Kumar Gandhi and Ors., Civil Appeal Nos. 1659-1660 of 2021, decided on 22.04.2021**, the Hon'ble Court had made the following observations:

"24. In respect of execution of a decree, Section 47 CPC contemplates adjudication of limited nature of issues relating to execution i.e. discharge or satisfaction of the decree and is aligned with the consequential provisions of Order 21 CPC. Section 47 is intended to prevent multiplicity of suits. It simply lays down the

procedure and the form whereby the court reaches a decision. For the applicability of the section, two essential requisites have to be kept in mind. Firstly, the question must be the one arising between the parties and secondly, the dispute relates to the execution, discharge or satisfaction of the decree. Thus, the objective of Section 47 is to prevent unwanted litigation and dispose of all objections as expeditiously as possible.

25. These provisions contemplate that for execution of decrees, executing court must not go beyond the decree. However, there is steady rise of proceedings akin to a retrial at the time of execution causing failure of realization of fruits of decree and relief which the party seeks from the courts despite there being a decree in their favour. Experience has shown that various objections are filed before the executing court and the decree-holder is deprived of the fruits of the litigation and the judgment-debtor, in abuse of process of law, is allowed to benefit from the subject-matter which he is otherwise not entitled to.

26. The general practice prevailing in the subordinate courts is that invariably in all execution applications, the courts first issue show-cause notice asking the judgment debtor as to why the decree should not be executed as is given under Order 21 Rule 22 for certain class of cases. However, this is often misconstrued as the beginning of a new trial. For example, the judgment-debtor sometimes misuses the provisions of Order 21 Rule 2 and Order 21 Rule 11 to set up an oral plea, which invariably leaves no option with the court but to record oral evidence which may be frivolous. This drags the execution proceedings indefinitely.

27. This is antithesis to the scheme of the Civil Procedure Code, which stipulates that in civil suit, all questions and issues that may arise, must be decided in one and the same trial. Order 1 and Order 2 which relate to parties to suits and frame of suits with the object of avoiding multiplicity of proceedings, provides for joinder of parties and joinder of cause of action so that common questions of law and facts could be decided at one go."

Further, the Authority emphasizes on the ratio decidendi laid down in Deep Chand vs. Mohan Lal (2000) 6 SCC 259 wherein it was held that the purpose of execution proceedings is to enable the decree- holder to obtain the fruit of his decree and even if there is any ambiguity, interpretation which assists the decree holder should be accepted; the execution of decree should not be made futile on mere technicalities. It was further observed that keeping in view the prolonged factum of litigation resulting in the passing of decree in favour of a litigant, a rational approach is necessitated and the policy of law is to give a fair and liberal and not a technical construction enabling the decree holder to reap the fruits of his decree.

It is further observed that section 44 of the Act prescribes liberty to the person aggrieved by any direction/ order of the Authority or Adjudicating Officer, as the case may be, to prefer an appeal to the Appellate Tribunal and further sub section 2 of the said section mandates to prefer an appeal with in a period of 60 days from the date on which a copy of direction/ order or decision is received by the aggrieved person. In the instant matter, it is clear from the record that no appeal has been preferred by the JD till date and as such the aforesaid order dated 09.02.2024 directing the JD to refund the

amount of Rs19,01,400/- along with interest at the SBI highest marginal cost of lending rate plus 2% i.e. 10.85% per annum from the date various payments were made by DH/ Complainant to the respondent/JD on the amount paid by DH/Complainant, has attained finality. Hence, the JD is also estopped to raise flimsy objections, at this stage, which amounts to preventing the enforcement of final order passed on 09.02.2024.

7. **DECISION:** The objections filed by the judgment debtor are without merit and are as such dismissed. In view of above detailed analysis, the sum and substance of the matter is that in view of the final order dated 09.02.2024, the JD is under legal obligation to refund a total sum of Rs. 53,37,119/-. Accordingly, having regard to the decree and the material available on record, the Authority is satisfied that the objections of JDs and additional submissions are patently misconceived in so far as they seek to frustrate or indefinitely delay execution of the final order. Hence, in the given circumstances, the Authority, hereby dismissed the objections as well as additional submissions made of the JDs. Further, the Authority, in pursuance to the provisions contained under section 40 of the RERD Act, 2016 as well as Rules/ Regulations made thereunder, directs Judgment Debtors 1 & 2 to:-

- i. Deposit the decretal amount of Rs. 53,37,119/- within a period of 30 Days from the date of this order;
- ii. In the event of, failing to refund the aforesaid amount, JD is directed to file an affidavit regarding details of his assets on the format contained in Appendix XVI of HP Real Estate Regulation no. 3, within a further period 15 days.

- iii. It is also directed that in event of failure of JD to comply with the above directions within the prescribed period, the JD will be liable for further coercive action as per the provisions of the RERD Act, 2016.
- iv. It is further directed that the JD shall submit compliance report of above directions, with this Authority, on or before 15th March, 2026 and during this period the said JD is also restrained from issuing any threats, coercive notices, repetitive objections or harassing communications to the DHs in relation to this matter pending compliance with this order. The parties be informed accordingly.


R.D. DHIMAN
(CHAIRPERSON)


VIDUR MEHTA
(MEMBER)

