

ITEM NO.16

COURT NO.6

SECTION IV-B

S U P R E M E C O U R T O F I N D I A
R E C O R D O F P R O C E E D I N G S

SPECIAL LEAVE PETITION (CIVIL) Diary No.52950/2026

[Arising out of impugned final judgment and order dated 12-05-2026 in CM No. 8/2026 passed by the High Court of Punjab & Haryana at Chandigarh]

M/S LUCKY POULTRY FARM & ANR.

Petitioner(s)

VERSUS

M/S SAMPOORNA FEEDS PRIVATE LTD.

Respondent(s)

(IA No. 296625/2026 - CONDONATION OF DELAY IN FILING SLP AND IA No. 296624/2026 - EXEMPTION FROM FILING C/C OF THE IMPUGNED JUDGMENT)

Date : 05-10-2026 This matter was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE J.B. PARDIWALA
HON'BLE MR. JUSTICE K. VINOD CHANDRAN

For Petitioner(s) :

Mr. Sanjeev Duggal, Adv.
Mr. Harshit Khanduja, Adv.
Mr. Pulkit Khanduja, Adv.
Mr. Vasu Pandit, Adv.
Mr. Sriram P.- 2550, AOR
Mr. Ramavath Balaji Naik, Adv.

For Respondent(s) :

UPON hearing the counsel the Court made the following
O R D E R

1. Delay condoned.
2. Exemption Application is allowed.
3. The impugned Order dealt with an application for stay in an appeal against a money decree. The High Court noted Order XLI Rule 1 of the Code of Civil Procedure, 1908 (for short, 'CPC') and apprised the appellants of the requirement to secure the amounts decreed on the last posting date. When the matter was posted again, the appellants' counsel expressed his inability to make any deposit of money but offered a bank guarantee for a portion of the money

decree. The High Court then refused the interim prayer of stay of decree.

4. The High Court need not have taken the consent of the appellants to pass an order securing the amounts shown in the decree and even when they expressed their inability to deposit any money or furnish bank guarantee of entire amounts, the High Court was well within its powers to make an order, the non-compliance of which would result in the order remaining unenforceable.

5. We are of the opinion that the matter can be settled even without issuing notice to the respondent since in the nature of the orders passed, no prejudice would be caused to the respondent.

6. The petitioners' counsel before us undertook that he would furnish a bank guarantee securing the entire decretal amount and interest upto the date of bank guarantee. We pass an order of stay of the decree in Civil Suit No.1 of 2022 passed by the Additional District Judge-I, Kapurthala, on condition of furnishing bank guarantee of the decretal amount together with interest upto the date of bank guarantee before the High Court within a period of four weeks from today. There shall be an interim stay of the decree till the running bank guarantee is furnished and if the bank guarantee is furnished, the stay shall continue till the appeal is disposed of. However, on failure to furnish the bank guarantee as directed herein on refusal at any point of time to revalidate the bank guarantee, while the appeal is pending, the stay shall stand vacated and the plaintiff would be entitled to pursue execution of the decree.

7. The Special Leave Petition is disposed of with the above directions.

8. Pending applications, if any, also stand disposed of.

(VISHAL ANAND)
DEPUTY REGISTRAR

(POOJA SHARMA)
COURT MASTER (NSH)