

**A transferee who purchases property from a judgment-debtor during the pendency of proceedings has no locus to resist or object to the decree passed in favour of the judgment-creditor**

The **Supreme Court** in the case of **R. Savithri vs Cotton Corporation of India [Special Leave Petition (Civil) No. 19779 of 2024]** dated **February 12, 2026**, has held that a transferee who purchases property from a judgment-debtor during the pendency of proceedings has no locus to resist or object to the decree passed in favour of the judgment-creditor. In this case, the Court held so, after finding that the appellant, having purchased the property from Respondent No. 2 (the judgment-debtor) after an arbitral award had been passed in favour of Respondent No. 1, sought to resist the enforcement of that award.

The issue before the Court was whether a post-award purchaser could resist execution of a money decree, and whether the doctrines of *lis pendens* and Order XXI Rule 102 CPC apply only to property-specific decrees or also to money decrees. Thus, disposing off the issue, the Court said that if the argument of the appellant is accepted allowing *pendente lite* purchasers or third parties to bypass these strict procedural safeguards and institute separate suits or raise belated objections long after the execution processes (like attachment and sale) have advanced, it would completely derail the statutory machinery. Judgment-debtors would be incentivized to systematically defeat decrees by transferring properties or planting surrogate objectors to initiate endless collateral litigation.

The Court observed that the appellant was bound by the doctrine of *lis pendens* embodied in Section 52 of the Transfer of Property Act, 1882. Consequently, the property purchased by the appellant from Respondent No. 2 after the arbitral award had been passed against the latter was squarely hit by Section 52, preventing the appellant from acquiring absolute ownership so as to justify her attempt to resist the attachment of the property.

The Court further observed that the Appellant is a purchaser post-arbitral award for recovery of the amount. The execution proceeding was pending when the sale deed was entered into between Respondent No. 2 and the Appellant. Moreover, the Appellant failed to discharge the onus on the sale being without notice of the existing claim. The arbitral award remains unrealised till date. Accordingly, the appeal was dismissed.