

Ex. No. 47/2024
Satender Kumar vs. Anu Jain

Order on application under Section 151 CPC
dated 17-2-2025 of decree holder

5-2-2026.

- 1) I heard the arguments when I was posted as Principal District & Sessions Judge, North East on the application of the decree holder dated 17-2-2025 for giving directions to the judgment debtor to comply with the order of this court dated 30-1-2025 and reserved the order for today. However, in between vide order no. 01/D-2, Gaz.IA/DHC/2026 dated 16-1-2026, I was transferred from North East District to East District. **As per this order of Hon'ble High Court, I have to pass judgment/order in those cases, where the same are already reserved by me despite transfer or joining at new place of posting.**
- 2) Judgment Debtor (plaintiff) Smt. Anu Jain filed a suit bearing CS No. 243/2023 titled as Anu Jain vs. Satender Kumar for recovery of possession, permanent injunction, damages etc. in respect of the suit property bearing no. X-2/1, Gali No. 4, X-Block, Brahampuri, Delhi. There was

one agreement between the parties dated 22-2-2024 through which judgment debtor had agreed to sell the above mentioned property to DH/defendant Sh. Satender Kumar for sum of Rs. 35 Lakhs. Rs. 5 Lakhs were paid by the DH to the JD as per this agreement. During pendency of the above suit, the parties compromised and the suit was disposed off on 22-2-2024 after recording the statements and exhibiting the settlement taken place between them.

- 3) According to the said settlement, the JD was to do the needful by 25-6-2024 after receiving the balance payment of Rs. 30 Lakhs and to execute the sale documents. However, it was not done by her. DH paid further Rs. 10 Lakhs on 25-6-2024 to the JD leaving balance of Rs. 20 Lakhs but despite it, JD did not execute the sale documents so the present execution was filed by DH.
- 4) During the pendency of this execution, the matter was referred to mediation, where another settlement took place between the parties on 21-11-2024. It was agreed by the JD that registered sale deed of the suit property mentioned above shall be executed on or before 11-12-2024 and the DH will now pay Rs. 21,75,000/- instead of Rs. 20 Lakhs. My Id. Predecessor on 30-1-2025 recorded the statements

of both the parties on the basis of this mediation settlement dated 21-11-2024 and fixed the date for awaiting compliance of their statements and terms of the mediation settlement on 4-3-2025. Certain minor changes in the mediation terms had also taken place which were recorded in the statements of both the parties.

- 5) In the mediation settlement dated 21-11-2024, there was a condition that JD had to execute a registered sale deed and the DH will pay Rs. 21,75,000/- in one go but the parties decided that now the GPA, agreement to sell, Will, possession letter, receipt of payment and other necessary documents will be executed by the JD in favour of the DH who will prepare those documents and the JD will hand over the chain of original documents to the DH and the balance amount of Rs. 5 Lakhs will be paid to the JD at the time of registration of the GPA etc. The documents were to be executed within 30 days.
- 6) It is important to mention here that before recording the statement of both the parties on 30-1-2025, the DH had already paid Rs. 11,75,000/- on 10-12-2024 and further Rs. 5 Lakhs on 12-12-2024 and thus, only Rs. 5 Lakhs amount was left to be paid. DH had already prepared the draft of

Rs. 5 Lakhs for the purpose of giving to the JD towards last and final balance amount. However, the JD had not executed the necessary documents and violated not only the mediation settlement, order of the court dated 30-1-2025 but also violated her own undertaking given in the court on the said date for which she was bound down by the court.

- 7) DH moved the present application dated 17-2-2025 for giving directions to the JD to comply with the order dated 30-1-2025. It is not in dispute that this order has already become final as it is not challenged by JD in higher court so far despite receiving Rs. 31,75,000/- from the DH. She is taking an excuse that DH had taken Rs. 15 Lakhs from her in cash on 31-1-2025 and gave one cheque of Rs. 15 Lakhs bearing no. 000067 dated 1-2-2025 drawn on HDFC Bank, Yamuna Vihar, Delhi on the pretext that a deed writer had advised the DH to show the making of payment to the JD in her account in the sale documents and that was the reason, she had given cash of Rs. 15 Lakhs to the DH and received the cheque. This cheque on presentation was dishonoured on the ground of 'account closed' on 4-2-2025. On the other hand, DH stated that his old cheque of

some previous transaction given about 10 years back was lying with the JD which has been misused and the JD had not given any cash amount of Rs. 15 lakhs to him on 31-1-2025 as alleged.

- 8) My Id. Predecessor vide order dated 24-4-2025 made certain queries from the parties in respect of the alleged payment of Rs. 15 Lakhs given in cash by the JD to the DH as well as issuing of the above mentioned cheque which was bounced. HDFC bank, Yamuna Vihar Branch has issued a certificate that DH was maintaining a saving account no. 03951530003603 which has already been closed on 27-3-2021. The bank further confirmed that the cheque book having serial number 000051 to 000075 was issued on 15-11-2014. From this certificate of the bank, the submission of the DH that some old cheque issued by him in favour of the JD has been misused, appears to be correct when the JD had not obtained any receipt of the alleged payment of Rs. 15 lakhs made to the DH on 30-1-2025 as alleged. My Id. Predecessor vide order dated 24-4-2025 directed JD to clarify the source of the cash payment of Rs. 15 lakhs with all documentary proof and was also directed to clarify the provisions of law under which she could

make the cash payment of Rs. 15 lakhs but till date no such clarification has been given. My Id. Predecessor also ordered the JD to clarify why appropriate action should not be initiated against her in accordance with the provisions of law and JD has not responded to this deemed show cause notice issued to her. Furthermore, vide order dated 30-1-2025, my Id. Predecessor after recording the statements of the parties directed that parties will communicate the different steps of the process to the opposite party either personally or through their advocates in writing by way of physical or digital modes but the JD has not produced any such communication to show that she had agreed to the alleged proposal of the DH to pay Rs. 15 lakhs in cash and to receive cheque of that amount from him in lieu of it just to mention about it in the sale documents.

9) Furthermore, when both parties were bound by their respective statements vide order dated 30-1-2025 by this court to comply with terms and conditions of the mediation settlement dated 21-11-2024 as well as their respective statements, then it was desirable by the parties to approach the court for any changes in those terms but JD had not

approached the court for any such modification. Otherwise also, the plea taken by her that she had made payment of Rs. 15 lakhs in cash and obtained the cheque is a false excuse to avoid the compliance of the court orders. On the face of it, JD is raising false excuses even to prolong the litigation. She even once applied for revival of the suit bearing no. 243/2023 apparently to back out from compromise but withdrawn her application subsequently. When the statement of the JD was recorded on 30-1-2025, then she was accompanied with her counsel who also countersigned her statement, so blaming the court now that in the absence of main counsel, she gave statement without understanding the consequences is not acceptable plea and liable to be rejected. When JD had started accepting the payments in part even prior to the date of recording of her statement in court on 31-1-2025, then another plea taken by her that JD was required to pay the entire balance in one go as per mediation settlement is nothing but amounts to waiver of the said condition especially when she did not raise any objection in this regard when her statement was recorded in court. DH also placed on record one Whatsapp message dated 2-2-2025 of husband of JD for finalization

of deal who agreed for the same and did not utter any word of making cash payment by JD and alleged issuing of cheque by DH. Thus, the story of such cash payment and misuse of old cheque of DH developed after this date. Hence, I find no ground to accept any excuse of the JD. She has no valid and legal objection for not complying with the court direction. There is no violation of any terms on the part of DH but JD herself was at fault which act also amounts to contempt of court orders.

- 10) Accordingly, application of the DH under Section 151 CPC dated 17-2-2025 is allowed. The objections filed by her on 14-11-2024 does not survive due to further development of the case due to entering into the mediation proceedings on 21-11-2024, giving of statement in the court as well as court order dated 31-1-2025 so these objections are liable to be rejected straightway now.
- 11) JD is given last and final chance to execute the sale documents as agreed upon in her statement dated 30-1-2025 and receive Rs. 5 lakhs through draft already prepared by the DH within next 15 days, otherwise the court will take steps to execute the documents on her behalf in favour of DH by appointing anyone qua the

above mentioned property at her costs. DH is directed to deposit the draft of Rs. 5 lakhs lying with him in the court after getting it revalidated, if required and also prepare the draft sale documents such as GPA, Agreement to Sell etc. as agreed upon for perusal of the court. DH has also to deposit the draft of Rs. 5 lakhs as well as draft sale documents by next date of hearing. Once those documents are approved, then the same will be got prepared on the requisite stamp papers and the stamp duty shall be paid on it by the DH after taking permission from the court prior to appointment of any court official for its execution on behalf of the JD, if the JD fails to come forward herself to execute the same within 15 days time given above. Now questioning the correctness of the order dated 30-1-2025 and blaming the court that this order was not passed in correct perspective as per written submission of JD is not permissible when that order was not challenged in higher court and JD herself agreed to modify slightly terms of mediation settlement by giving statement in presence of her counsel.

- 12) DH is also directed to check from office of Sub-Registrar whether it is possible to execute proper sale deed instead

of GPA etc. qua the suit property as JD in her written submissions stated that she had refused to transfer the property on basis of notarized documents as DH was not interested for execution of the regular sale deed. As per knowledge of this court, in some unauthorised area, still the registered sale deed is not permissible due to which reasons, generally people transfer the property on basis of GPA etc.

- 13) Application is disposed of. Ld. Principal District and Sessions Judge, North East is requested to bring the order in the knowledge of both the parties and accordingly, fix the date after 15 days to confirm whether the JD has complied with above directions or not.

(Ashwani Kumar Sarpal)
Principal District & Sessions Judge
East District, KKD Delhi/5-2-2026.