

20.02.2026

Present: Sh. Harish Chandra Verma and Mohd. Rafi, Ld.
Counsels for DH.
Sh. Mohit Dhama, Ld. Proxy Counsel for
JD/objector with JD.

Today, matter is listed for payment of costs and remaining arguments on objection.

Previous part cost of Rs. 7,000/- has already received, as stated by Ld. Counsel for DH.

At this stage, Ld. Proxy counsel for JD/objector seeks adjournment on the ground that main counsel is not available today for addressing arguments on the aforesaid objection. Same is opposed.

Heard.

Perusal of the record shows that vide order dated 26.09.2025, last and final opportunity was granted to the JD/objector to address arguments on the aforesaid objections, subject to the cost of Rs. 15,000/- and thereafter, the said cost was reduced to Rs. 7,500/-. Out of which, only Rs. 7,000/- has been paid so far.

Even today, adjournment is again being sought on behalf JD/objector. No document or supporting material has been filed in order to justify the adjournment. It seems that delaying tactics are being adopted by JD/objector and does not wish to address arguments on the aforesaid objections.

Therefore, the aforesaid objection shall be decided on the basis of pleadings.

Arguments heard on behalf of DH.

Be awaited for orders.

(Gaurav)
District Judge-01/ SHD
KKD/Delhi/20.02.2026

(At 04:45 PM)

ORDER

Present: None for parties.

1. Vide this order, I shall dispose of the objections filed by the Judgment Debtor/Objector (*hereinafter referred to as "JD"*) under Section 47 read with Section 151 of the Code of Civil Procedure, 1908 (*hereinafter referred to as "CPC"*) in Execution Petition No. 334/2023, filed for execution of the *ex-parte* decree dated 05.10.2023 passed in Civil Suit No. 239/2021 titled "Smt. Anjali Paul vs. Smt. Babita". The JD has sought to resist execution by raising objections which essentially reiterate the same grounds as contained in her application under Order IX Rule 13 CPC.

2. The Decree Holder (*hereinafter referred to as "DH"*) has filed detailed replies denying all averments made by the JD and praying for dismissal of the objections with costs.

3. Arguments were heard at length on behalf of DH. However, despite opportunity, JD did not address arguments. Accordingly, the objections are required to be decided strictly on the basis of pleadings, affidavits, and the documents on

record.

4. The factual background, as borne out from the record that the plaintiff instituted the suit for recovery of Rs. 4,24,000/- along with interest, based upon a registered rent agreement dated 03.01.2020 executed by the JD in favor of the DH. Summons were issued and, as per the service report, were duly served upon the JD through her son on 13.01.2022. Despite valid service, the JD failed to appear and contest the suit, leading to the passing of an *ex-parte* decree in favor of the plaintiff on 05.10.2023.

5. In her objections, the JD contends that she was unaware of the pendency of the suit because the summons were allegedly received by her sons, two of whom were beyond her control and one of whom was habitually intoxicated. She further contends that her attention was fully occupied in attending to her seriously ill husband, which prevented her from appearing in Court. She further contends that she only became aware of the *ex-parte* decree upon receipt of the execution notice on 10.07.2024, and engaged counsel on 12.07.2024, who filed the Vakalatnama. JD challenges the validity of the registered rent agreement, contending that the security deposit of Rs. 4,00,000/- was never paid, that the DH never took possession of the tenanted premises, and that she revoked the agreement by legal notice dated 14.08.2020. JD also contends that the suit filed by the plaintiff was a counterblast to a suit filed by her.

6. Ld. Counsel for DH has vehemently opposed the objection and application and contended that service upon the

JD through her son was legally effective and valid. The registered rent agreement was executed and registered with the full knowledge and consent of the JD, and that the security deposit was duly paid. The objections are wholly unmeritorious and have been filed with mala fide intent to delay execution proceedings.

7. Before proceeding further, it is relevant to mention herein that it is settled that executive court cannot go beyond the decree and cannot decide whether the decree passed is legal, illegal or is erroneous. However, the executive court can consider whether the decree sought to be executive is void or not. Reliance can be placed in *V. Chinna Laskshmaiah Vs. Samurla Ramaiah AIR 1991 AP 177*.

8. Reliance can be further placed in “*Vasudev Dhangibhai Modi Vs. Raja Bhai Abdul Rehman (1970 1 SCC 670)*” wherein Hon’ble Supreme Court of India has held that: -

“6. Court executing a decree cannot go beyond the decree between the parties and their representative, it must take a decree according to its tenor and cannot entertain any objection that the decree was incorrect in law or on facts. Until it is set aside by an appropriate proceeding in appeal or revision, a decree even if be erroneous is still binding between the parties”.

9. Section 47 CPC permits the executing court to decide all questions arising between the parties to the suit or their representatives relating to the execution, discharge, or satisfaction of the decree.

10. In the present case, JD contends that she was not personally served with summons. The record, however, clearly

establishes that summons were served upon an adult member of her household. Under settled legal principles, service on an adult family member residing in the same household is valid and effective. The JD has failed to produce any credible evidence to rebut the presumption of proper service. Allegations regarding the personal conduct of her sons are irrelevant to the legal validity of service. Mere personal hardships or domestic obligations, even if proved, cannot constitute sufficient cause for prolonged non-appearance.

11. The JD further contends that the registered rent agreement is void because the security deposit was allegedly not paid and that she had revoked the agreement by legal notice dated 14.08.2020. The record demonstrates that the rent agreement was duly executed and registered with her knowledge and consent. A unilateral notice cannot operate to cancel a registered document unless statutory formalities are complied with. No documentary evidence has been produced to substantiate the claim that the security deposit was not paid. Allegations of mala fide conduct on the part of the DH are vague, unsubstantiated, and cannot restrain execution.

12. The JD further contends that the suit filed by the DH was a counterblast to a suit filed by her. This contention is wholly irrelevant in execution proceedings. The execution process is meant to give effect to a valid decree. The original motivations of the parties in filing the suit do not justify suspension of execution. The decree has attained finality and as per record, no appeal has been filed against it.

13. In view of the foregoing discussion, the objections

raised by the JD are hereby dismissed and disposed of. DH is entitled to proceed further with execution proceedings.

14. To come up for further proceedings on 10.04.2026.

(Gaurav)
District Judge-01/ SHD
KKD/Delhi/20.02.2026