11.03.2026
Present: None.

1. Vide this order I shall dispose of application under section 151 of the CPC filed on behalf of defendant seeking clarification of judgment dated 27.10.2025.

2. It is stated by applicant/defendants that the present matter was adjudicated upon by this Court vide order/judgment dated 27.10.2025, whereby directed inter alia "Accordingly, a money decree of Rs.49,27,198/- (Rupees Forty-Nine Lakh Twenty Seven Thousand One Hundred Ninety Eight is granted in favor of the plaintiff and against the defendants".

3. Defendants further stated that the present application has been filed under the inherent powers of this Court preserved under Section 151 of the Code of Civil Procedure, 1908, seeking clarification of the above-mentioned direction, since the wording as used in the impugned order may lead to a legally anomalous and unintended interpretation during execution proceedings. This clarification is essential to prevent miscarriage of justice and to avoid proceedings against persons having independent or personal liability in law.

4. It is further stated that the defendant No. 1 is a duly incorporated Private Limited Company under the Companies Act, 2013, and is the sole contracting and liable party under the underlying Lease/Licence Agreement forming the basis of the present suit. That defendant No. 2 is a director/shareholder of defendant No. 1 Company and was impleaded in the present suit in a representative capacity only, and there exists no privity of contract, personal guarantee, or independent undertaking by defendant No. 2 in his personal capacity towards the plaintiff herein.

5. Further that the defendant No. 3 merely signed underlying agreement as an Authorised Signatory on behalf of Defendant No. 1 company, in furtherance of duly delegated corporate authority. That at no stage did defendant no.3 execute, agree, or undertake any personal liability or assume obligations independent of the company. The authorised signatory status does not give rise to individual civil liability in absence of specific averments of fraud or vitiating conduct.

6. That the settled position of law, both statutory and judicial, is that a company is a legal person independent of its members and officers, and that only in exceptional circumstances shall its corporate veil be lifted for fastening liability upon members or managerial personnel.

7. Defendant placed reliance on the landmark ruling in

Salomon v. Salomon & Co. Ltd., (1897) AC 22, which foundationally held that a company is distinct from its shareholders and officers, a principle consistently consistently upheld by Indian Courts.

8. Defendant further placed reliance on Tristar Consultants v. Customer Services (India) Pvt. Ltd. (2007) 139 DLT 688 (Del.), wherein the Hon'ble Delhi High Court held that directors are not liable for the acts of the company unless they have assumed specific personal obligations.

9. Further that the Hon'ble Supreme Court in Sunil Bharti Mittal v. CBI (2015) 4 SCC the 609 has of categorically held that the concept of vicarious liability does not apply to company officials in absence of statutory provision. Personal liability cannot be inferred unless the person concerned has played an active part coupled with criminal intent or fraudulent conduct.

10. It is further contended by defendant that on January 2, 2025, the Hon'ble Supreme Court of India issued a landmark ruling in the case of Sanjay Dutt & Ors. v. State of Haryana & Anr., reaffirming the principle that directors of a company cannot be held vicariously liable for a company's illegal actions unless specific legal provisions impose such liability.

11. It is further contended on behalf of defendants/applicants that the phrase "defendants shall pay" in the impugned order lacks the clarity required under civil execution jurisprudence, especially

when the defendants include a juristic entity (defendant no.1) and individuals (defendant no.2 & 3), the latter having no individual contractual or statutory liability in the present context. Unless clarified, this may lead to unwarranted execution proceedings against Defendants No. 2 & 3 personally, resulting in grave injustice and unintended consequences, contrary to the intent and spirit of the adjudication.

12. It is further contended that it is a well-established proposition that a judgment/decree must be executed in its true spirit and not in a manner which extends its operation to persons not legally obligated, particularly where their representative capacity was manifest and no allegations of fraud or malfeasance were made.

13. Applicants/defendants have sought to pass the order to clarify that the liability for payment of the decretal amount pursuant to the order/judgment dated 27.10.2025 is solely that of defendant No. 1 - M/s Quetzco Pvt. Ltd., being the contracting party, and that Defendants No. 2 and 3 were impleaded in their representative capacities and do not incur any independent personal liability.

14. Reply to the application has been filed by non applicant plaintiff. It is contended by non applicant/plaintiff that the plaintiff has filed the present suit for recovery of possession, arrears of rent, use and occupation charges, mesne profits, and permanent

injunction, with the judgment dated 27.10.2025, rightly granting a decree of Rs. 49,27,198/- in favour of the plaintiff and against all the defendants. However, the application filed by the defendants seeking clarification under Section 151 CPC is misconceived and liable to be dismissed.

15. It is further stated by plaintiff that as per the memo of parties in the plaint, the defendants were duly impleaded as parties to the present suit and were categorically held jointly and severally liable for the claims therein. Subsequently, the plaintiff sought relief in his prayers against all the defendants. That the replication filed by the plaintiff, in para 4 of para-wise reply, clearly mentions that the defendants are held liable jointly and severally for the present suit.

16. Further that the defendants were given the fullest opportunity to write these averments in their written statements to present case, including the application under Order 1 Rule 13 of CPC, 1908. However, as per the order dated 03.09.2024, the written statement submitted by the defendants was struck off on the ground that the written statement lacked the supporting affidavits of the defendants, thereby rendering such pleadings invalid. That the defendants neither raised any objection regarding the wrongful inclusion or liability of defendants no. 2 and 3 even in the written statement which was struck off, nor filed any appeal against the dismissal of their written statement. Such silence and

inaction on the part of the defendants signify their implied acceptance of the pleadings and claims as set forth therein.

17. That the defendants ought to have filed an application for misjoinder before this Court at the earliest stage, at the time of filing the written statement or before the framing of issues. If no such application was filed, then the defendants should have raised this objection explicitly in their written statement. Furthermore, the defendants' written statement was struck off, and they did not challenge this order, thereby waiving any such contention. This sequence of inaction conclusively indicates that the defendants are bereft of any legal remedy by approaching this Court at this stage, especially after the suit has been finally adjudicated, with the judgment and decree having been pronounced in favour of the plaintiff and against the defendants.

18. It is further contended by plaintiff that the defendants were given multiple opportunities throughout the proceedings. However, not even during the stage of cross-examination did the defendants put forth any question or objection regarding the personal liability of the directors. Such conduct at this stage, clearly demonstrates a deceitful attempt by the defendants to evade their lawful liability, notwithstanding the fact that the judgment and decree dated 27.10.2025 have been passed in favour of the plaintiff, and against all the defendants jointly and severally.

19. Plaintiff has further contended that it is a well-established

principle that the execution of a decree must be in its true spirit and this Court retains inherent powers under Section 151 CPC to correct ambiguities but not to alter the judgment, thereby impacting substantive rights of the parties. The present application filed by the defendants appears to be an attempt to evade legal liability rather than a genuine clarification.

20. Further that the judgment dated 27.10.2025, directing "defendants shall pay", is clear and unambiguous in holding that all defendants are liable for the payment of money as per the decree. The defendants No. 2 and 3 were impleaded not merely in a "representative capacity" but also because their acts were bound up with the liability under the Lease Agreement and use of premises, apart from categorical averment in the replication.

21. Further that this Court does not possess plenary powers under Section 151 or 152 of the Code of Civil Procedure, 1908, as the scope of this provision is inherently limited to rectifying arithmetical, grammatical, or clerical errors, or such other orders necessary for the ends of justice and to prevent abuse of court process. The present application filed by the defendants lacks any nexus with these narrowly defined purposes and is therefore devoid of merit. Consequently, the said application is liable to be dismissed with exemplary costs, as it amounts to a blatant abuse of the court's process and a futile attempt to circumvent the binding judgment and decree dated 27.10.2025 in favour of the plaintiff.

22. Plaintiff further contended that the defendants could have filed the present application before this Hon'ble Court at any stage during the proceedings, however, as per Order XX Rule 3 of CPC, 1908, wherein it states that once the judgment is signed by the Judge in open court, it shall not be altered or added.

23. That a bare perusal of the provision of order XX rule 3 CPC clearly establishes that once the judgment is formally pronounced and signed by the presiding Judge in open court, it attains finality and cannot be altered or added, except to rectify any clerical or arithmetical error. However, in the present case, it is submitted that the defendants have filed the present application seeking clarification of the judgment dated 27.10.2025 w.r.t. the defendants no. 2 and 3, without having raised any such objection or application during the course of the proceedings. This belated and unwarranted attempt amounts to a blatant misuse of the judicial process and is an obvious strategy to delay and derail the enforcement of the decree already passed.

24. It is further contended by plaintiff that the law laid down by the Hon'ble Apex Court in Javalakshmi Coelho vs Oswald Joseph Coelho, AIR 2001 SC 1, elaborately defined Section 152 CPC, 1908 and a three member bench of the Hon'ble Supreme Court in My Palace Mutually Aided Co-operative Society vs B.Mahesh & Ors,, Civil Appeal No. 5784 of 2022 held that-

> "27.In exercising powers under Section 151 of

> the CPC, it cannot be said that the civil courts can exercise substantive jurisdiction to unsettle already decided issues. A Court having jurisdiction over the relevant subject matter has the power to decide and may come either to a right or a wrong conclusion. Even if a wrong conclusion is arrived at or an incorrect decree is passed by the jurisdictional court, the same is binding on the parties until it is set aside by an appellate court or through other remedies provided in law.
>
> 28. Section 151 of the CPC can only be applicable if there is no alternate remedy available in accordance with the existing provisions of law. Such inherent power cannot override statutory prohibitions or create remedies which are not contemplated under the Code. Section 151 cannot be invoked as an alternative to filing fresh suits, appeals, revisions, or reviews. A party cannot find solace in Section 151 to allege and rectify historic wrongs and bypass procedural safeguards inbuilt in the CPC."

25. Plaintiff contended that a perusal to this judgment will reveal that Section 151 cannot be invoked to unsettle already decided issues in a judgment especially where the alternative remedies are available.

26. Plaintiff further contended that if the defendants had any bona fide objection regarding the non-joinder or misjoinder of defendants no. 2 and 3 as parties to the suit, they were required to

raise the same by filing an application under Order 1 Rule 13 of CPC, 1908, at the earliest possible opportunity during the course of the proceedings before framing of the issues. The failure of the defendants to do so at any stage, whether prior to or after filing the written statement, or at the time of framing of issues amounts to a waiver of such objection as contemplated under the said provision. It is germane to mention here that by filing the present application, the defendants are trying to evade from their legal responsibility for not paying any compensation decreed vide the judgment and decree dated 27.10.2025.

27. That Order 1 Rule 13 of CPC, 1908 is herein reproduced below-

"Order 1- Parties to Suits-
13. Objections as to non-joinder or misjoinder.-
All objections on the ground of non-joinder or misjoinder of parties shall be taken at the earliest possible opportunity and, in all cases where issues are settled, at or before such settlement, unless the ground of objection has subsequently arisen, and any such objection not so taken shall be deemed to have been waived."

28. That the legal maxim 'Vigilantibus non dormientibus jura subveniunt' means that the law aids the vigilant, not the indolent (those who sleep on their rights). In the present case, the defendants failed to pursue their remedy within the time limits during the proceedings as per the correct procedure required by

law. However, they lost the ability to enforce that right, as the judgment has been pronounced and the decree has been passed by this Court.

29. It is further stated by plaintiff that at the time of filing of the written statement, which later on got struck off vide order dated 03.09.2024, the defendants did not plead in their written statement about the misjoinder of the defendants no. 2 and 3, however, the present application is liable to be dismissed as it does not hold any iota of averment in the written statement in any case. That there is failure on the part of the defendants that they have neither pleaded in any application nor in their written statement about the misjoinder of the defendants no. 2 and 3. The Hon'ble Supreme Court in the case of Virendra Nath vs Satpal Singh, 2007 (3) SCC 617 held-

> "...it is however absolutely essential that all the basic and primary facts which must be proved at the trial by the party to establish existence of a cause of action or defence are material facts and must be stated in the pleadings by the party."

30. A cursory reading of the judgment and the present application unequivocally demonstrates that if the defendants have genuinely not raised any objection pertaining to misjoinder, such objection ought to have been raised during the stage when this Court was concluding the pleadings or, at the very least,

substantiated during the proceedings. The failure to raise or prove such contentions at the appropriate stage signifies a clear waiver of their rights in this regard. The belated filing of the present application, after the conclusion of proceedings and pronouncement of the judgment and decree, is nothing but an abuse of process that serves only to cause unwarranted delay, thereby wasting the precious time of Court and prejudicing the legitimate efforts of the plaintiff.

31. That under civil law, as per the provisions of CPC, a fact which is not pleaded or disputed cannot be raised in cross-examination and subsequently in the arguments. It is a settled law that if there is no plea, no cross-examination and no arguments, that fact cannot be adjudicated as per the provisions of CPC. While deciding this application, these broader principles shall be looked into, and an order may be passed in consonance with the sacrosanct provisions of CPC.

32. Plaintiff has further contended that once a judgment has been delivered and a decree passed, this Court becomes functus officio, thereby losing all jurisdiction and authority to entertain or decide any subsequent application pertaining to the same matter. The principle of functus officio clearly denotes that the Court's mandate ceases upon the pronouncement of the final decree, and consequently, the present application is not maintainable before this Court and is liable to be dismissed forthwith.

33. Further that after passing the judgment and decree, this Court cannot pass any subsequent order, especially, since after passing of the judgment and decree, this Court became functus officio and this Court do not profess/ have any special powers to reopen an already decided issue, since it was never part of the lis inter se the parties. As a settled position of law, a Court which does not statutorily, or otherwise, have jurisdiction to try and entertain a proceeding cannot, upon the asking of the parties or otherwise, confer/ assume jurisdiction upon itself in any manner and/ or any reason whatsoever.

34. Plaintiff further contended that that there has been a catena of judgments where the Hon'ble Apex Court have elaborated the term functus officio and how the Courts cannot exercise their jurisdiction after passing the judgment and decree in favour of the party to the suit. The Hon'ble Supreme Court in Harshad Chiman Lal Modi vs DLF Universal Ltd., (2005) 7 SCC 791, held that-

> 30.We are unable to uphold the contention. The jurisdiction of a court may be classified into several categories. The important categories are (i) Territorial or local jurisdiction; (ii) Pecuniary jurisdiction; and (iii) Jurisdiction over the subject matter. So far as territorial and pecuniary jurisdictions are concerned, objection to such jurisdiction has to be taken at the earliest possible opportunity and in any case at or before settlement of issues. The law is well settled on the point that if such objection is not taken at the earliest, it cannot

be allowed to be taken at a subsequent stage. Jurisdiction as to subject matter, however, is totally distinct and stands on a different footing. Where a court has no jurisdiction over the subject matter of the suit by reason of any limitation imposed by statute, charter or commission, it cannot take up the cause or matter. An order passed by a court having no jurisdiction is mullity.

31.In Halsbury's Laws of England, (4th edn.), Reissue, Vol. 10; para 317; it is stated 317. Consent and waiver. Where, by reason of any limitation imposed by statute, charter or commission, a court is without jurisdiction to entertain any particular claim or matter, neither the acquiescence nor the express consent of the parties can confer jurisdiction upon the court, nor can consent give a court jurisdiction if a condition which goes to the jurisdiction has not been performed or fulfilled. Where the court has jurisdiction over the particular subject matter of the claim or the particular parties and the only objection is whether, in the circumstances of the case, the court ought to exercise jurisdiction, the parties may agree to give jurisdiction in their particular case; or a defendant by entering an appearance without protest, or by taking steps in the proceedings, may waive his right to object to the court taking cognizance of the proceedings No appearance or answer, however, can give jurisdiction to a limited court, nor can a private individual impose on a judge the jurisdiction or duty to adjudicate on a matter. A statute limiting the jurisdiction of a court may contain provisions enabling the parties to extend the jurisdiction by consent."

32.In Bahrein Petroleum Co., this Court also held that neither consent nor waiver nor acquiescence can confer jurisdiction upon a court, otherwise incompetent to try the suit. It is well-settled and needs no authority that 'where a court takes upon itself to exercise a jurisdiction it does not possess, its decision amounts to nothing. A decree passed by a court having no jurisdiction is non-est and its validity can be set up whenever it is sought to be enforced as a foundation for a right, even at the stage of execution or in collateral proceedings. A decree passed by a court without jurisdiction is a coram non judice. 33. In Kiran Singh v. Chaman Paswan, (1955) I SCR 117: AIR 1954 SC 340, this Court declared;

"It is a fundamental principle well established that a decree passed by a court without jurisdiction is a nullity and that its invalidity could be set up whenever and it is sought to be enforced or relied upon, even at the stage of execution and even in collateral proceedings. A defect of jurisdiction strikes at the very authority of the court to pass any decree, and such a defect cannot be cured even by consent of parties." (emphasis supplied)......"

35. That a bare reading of the above-mentioned judgment would reveal that subject-matter jurisdiction is absolute; a court devoid of such jurisdiction cannot entertain a suit, and any order or decree passed without it is a nullity, or coram non judice. This principle holds even if there is consent or waiver by the parties, as no agreement can confer jurisdiction on a court otherwise incompetent. However, in the present case, this principle robustly

supports the plaintiff's contention that the defendants' belated attempt to place this present application before this Court post-judgment is without merit. Any such objection ought to have been raised at the earliest opportunity, failing which it stands waived. Moreover, this Court's jurisdiction over the subject matter having been rightly established and exercised, the defendants cannot negate the validity of the decree on jurisdictional grounds at this late stage, particularly when the decree has already been passed in favour of the plaintiff. The Hon'ble Supreme Court in Dr. Jagmittar Sain Bhagat vs Director, Health Services, (2013) 10 SCC 136, held as under:-

> "9.Indisputably, it is a settled legal proposition that conferment of jurisdiction is a legislative function and it can neither be conferred with the consent of the parties nor by a superior Court, and if the Court passes a decree having no jurisdiction over the matter, it would amount to nullity as the matter goes to the roots of the cause. Such an issue can be raised at any stage of the proceedings.
> The finding of a Court or Tribunal becomes irrelevant and unenforceable/inexecutable once the forum is found to have no jurisdiction. Similarly, if a Court/ Tribunal inherently lacks jurisdiction, acquiescence of party equally should not be permitted to perpetuate and perpetrate, defeating the legislative animation. The Court cannot derive jurisdiction apart from the Statute.
> 11.Law does not permit any court/tribunal/authority/forum to usurp jurisdiction on any ground whatsoever, in case,

> such a authority does not have jurisdiction on the subject matter. For the reason that it is not an objection as to the place of suing, "it is an objection going to the nullity of the order on the ground of want of jurisdiction". Thus, for assumption of jurisdiction by a court or a tribunal, existence of jurisdictional fact is a condition precedent. But once such jurisdictional fact is found to exist, the court or tribunal has power to decide on the adjudicatory facts or facts in issue......"

36. Further that the judgments passed by the Hon'ble Supreme Court in Harshad Chiman Lal Modi vs DLF Universal Ltd., (2005) 7 SCC 791 and Dr. Jagmittar Sain Bhagat vs Director, Health Services, (2013) 10 SCC 136, have been copiously relied upon by the Hon'ble High Court of Delhi in Principal Commissioner Of Customs Jawaharlal Nehru Customs House A Nd Anr, vs. Loreal SA, CM Appeal no. 26695 of 2025, while applying the principle of functus officio.

37. Plaintiff has further contended that the defendants, in an attempt to mislead this Hon'ble Court, have malafidely failed to update their current address on the GST portal, which amounts to clear fraudulent conduct on their part. Such deliberate omission not only violates statutory compliance obligations under the Goods and Services Tax laws but also deliberately obstructs the due process of law by concealing material information relevant to

the proceedings from this Court. The copy of the ROC mentioning the current address of the defendants on the GST portal annexed with the reply.

38. Plaintiff further stated that at the time of filing of the suit, the defendant no. 2 was the director of the company, however, during the pendency of the proceedings, he removed his name from the directorship as per the ROC records. Furthermore, the defendants have committed a grave fraud by effecting such removal during the course of the suit without following due process and without seeking prior permission before this Court. The defendants should have atleast notified this Court the resignation of the defendant no. 2. These actions of the defendants epitomise a blatant abuse of the judicial process, aimed solely at evading a legal liability following the judgment and decree dated 27.10.2025, thereby frustrating the mandate of law.

39. That the Hon'ble Supreme Court in Ram Chandra Singh vs. Savitri Devi & Ors. (2003) 8 SCC 319, held that-

> "15.Commission of fraud on court and suppression of material facts are the core issues involved in these matters. Fraud as is well known vitiates every solemn act. Fraud and justice never dwell together.
> 16. Fraud is a conduct either by letter or words, which induces the other person or authority to take a definite determinative stand as a response to the conduct of the former either by word or letter.
> 17. It is also well settled that misrepresentation itself amounts to fraud. Indeed. innocent

> misrepresentation may also give reason to claim relief against fraud.
> 18. A fraudulent misrepresentation is called deceit and consists in leading a man into damage by wilfully or recklessly causing him to believe and act on falsehood.
> It is a fraud in law if a party makes representations which he knows to be false. and injury ensues therefrom although the motive from which the representations proceeded may not have been bad."

40. It is further contended by plaintiff that a bare perusal of the above-mentioned judgment would reveal that fraud vitiates every solemn act; moreover, fraud and justice never dwell together. In the present case, it is evident that the defendants are endeavouring to perpetrate a fraud upon this Court as well as the plaintiff, with the sole intent of evading their obligation to pay the compensation awarded under the judgment and decree dated 27.10.2025. Furthermore, such fraud is perpetuated by not updating the current address on the GST portal and removal of the name of the defendant no. 2 from the directorship during the proceedings of the suit.

41. Plaintiff has further contended that by placing the present application the defendants cannot hide behind the corporate structure to evade their personal liability unless there is genuine impropriety linked to misuse of the company, warranting the

lifting of the corporate veil to provide an effective remedy. That in the present case, it is evident that the company was merely a camouflage or sham deliberately created by the persons, i.e. defendants, exercising control over the said company for the purpose of avoiding liability. The intent of the plaintiff for piercing the veil would be to seek a remedy for the wrong done by the defendants controlling the company. The execution petition would thus depend upon the peculiar facts and circumstances of this case, and the executing Court would deal with this aspect on its merits.

42. That the Hon'ble Apex Court in Balwant Rai Saluja vs AIR India Ltd, (2014) 9 SCC 407 held that-

> 71. In recent times, the law has been crystallised around the six principles formulated by Munby, J. in Ben Hashem v. Ali Shayif. The six principles, as found at paras 159-64 of the case are as follows:
> (i) Ownership and control of a company were not enough to justify piercing the corporate veil:
> (ii) The court cannot pierce the corporate veil, even in the absence of third-party interests in the company, merely because it is thought to be necessary in the interests of justice;
> (iii) The corporate veil can be pierced only if there is some impropriety;
> (iv) The impropriety in question must be linked to the use of the company structure to avoid or conceal liability;
> (v) To justify piercing the corporate veil, there must be both control of the company by the wrongdoer(s) and impropriety, that is use or misuse of the company by them as a device or facade to conceal their

> wrongdoing; and
> (vi) The company may be a "facade" even though it was not originally incorporated with any deceptive intent, provided that it is being used for the purpose of deception at the time of the relevant transactions. The court would, however, pierce the corporate veil only so far as it was necessary in order to provide a remedy for the particular wrong which those controlling the company had done."

43. Further that after reading the afore-mentioned judgement that these principles establish that mere ownership and control of a company are insufficient to justify lifting the veil; piercing is not permissible solely in the interests of justice without evidencing impropriety. The impropriety must be connected to the use of the company structure to avoid or conceal liability. To justify lifting the veil, there must be both control by the wrongdoers and misuse of the company as a façade to hide their wrongdoing. Furthermore, a company may be considered a mere façade even if it was not originally incorporated with deceptive intent, provided it is used for deception at the relevant time. The court will, however, pierce the veil only to the extent necessary to remedy the specific wrong committed by those controlling the company. However, the principles laid down act as a guiding spirit for the Executing Court to ensure that the judgment and decree are honoured.

44. Further that the lifting of the corporate veil is an established doctrine applicable to companies' law wherever the fraud is

alleged against the defendants. It would always be open for the executing court to lift the corporate veil and proceed against the directors of the company if the need arises. Notwithstanding this doctrine, the defendants no. 2 and 3 have submitted themselves to be personally liable in the present case, by not raising any objection regarding misjoinder during the proceedings. That the stage of filing the application for misjoinder has passed after framing of the issues. At this belated stage, this application amounts to the grossest abuse of the process of law. Non applicant has sought dismissal of the application.

45. I have heard Ld counsels for the parties and perused the record.

46. A detailed and reasoned judgment was passed in the present case on 27.10.2025. Applicant/defendants no.2 and 3 at no stage before or during trial had sought their deletion from the array of parties for the reasons now being cited in the present application. Further, this court finds force in the contention of plaintiff that after passing judgment dated 27.10.2025, this Court has become functus officio under order 20 rule 3 CPC. This court further finds force in the contention of plaintiff that there is no scope to exercise provisions of section 151 and 152 of the CPC, as the same are to be exercised to rectify arithmetical, grammatical or clerical errors or such other orders necessary for the ends of justice and to prevent abuse of court process. Further, applicant/defendants cannot be

allowed to re-agitate the issue of the case already disposed of wherein judgment has been passed. Plaintiff has duly supported his contentions by the judgments relied upon, as enumerated above. This court finds no merit in the application and the same is hereby dismissed.

47. Application be tagged with the main file and be consigned to record room.

Sunil beniwal
Digitally signed by Sunil beniwal
Date: 2026.03.12 15:51:19 +0530

(Sunil Beniwal)
District Judge-06(South),
Saket Courts, New Delhi