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**Regular Darkhasth No. 6/2017**

Ramesh Rakhecha & ors

Vs.

Gafar Maniyar & ors.

**ORDER BELOW EXH-66**  
**CNR No. MHNS23000755-2017**

Present application is filed for seeking permission to carry out necessary repairs as per the compromise decree and for interim injunction restraining judgment debtor from interfering with the possession of decree holders.

02. Heard the Ld.Advocate for the Decree Holder. Ld. Advocate for Judgment Debtor has failed to file say on the application. Perused the application, compromise decree dated 12.03.2016 and the record.

03. The Decree Holder contend that a compromise decree was passed in the Lok Adalat on 12.03.2016, under which the Judgment Debtors agreed to provide reconstructed shops to the Decree Holder after redevelopment. Pursuant to the compromise, the Decree Holder obtained the necessary permissions and approved building plan from Gram Panchayat Ghoti, vacated their old premises on 11.10.2016, and handed over peaceful possession to the Judgment Debtors for reconstruction. A possession receipt (कब्जा पावती) was executed and notarized on the same day. After reconstruction, the Judgment Debtors handed over possession of the newly constructed shops. However, according to the Decree Holder, the Judgment Debtors failed to comply with the terms of the compromise decree. The shops allegedly lacked basic amenities such as electricity, light fittings, painting, steps,

drainage, and protective roofing. Rainwater and wastewater from the Judgment Debtors' premises allegedly entered the shops, causing inconvenience.

**04.** The Decree Holder further allege that the Judgment Debtors obstructed their business by preventing installation of furniture and electrical fittings, denying consent for electricity, water connection, Shop Act licence and GST registration, erecting an iron barricade near one shop, parking vehicles in front of the shops, obstructing customers, and threatening and abusing the Decree Holder. A police complaint was also lodged regarding one such incident. The Decree Holder contend that these acts amount to deliberate violation of the compromise decree and interference with their peaceful possession and business. They therefore seek temporary injunction restraining the Judgment Debtors from causing obstruction, directions permitting them to carry out necessary works in the shops, mandatory directions to provide basic amenities and written consent for statutory licences and utility connections, and police protection for implementation of the court's orders.

**05.** It appears that the decree passed on the basis of compromise casts reciprocal obligations upon the parties. Under the compromise, the Judgment Debtors were required to hand over the reconstructed shops with the agreed specifications and the Decree Holders were entitled to occupy and enjoy the same. The compromise also contemplates peaceful use and enjoyment of the premises by the tenants.

**06.** The grievance of the Decree Holder is that certain essential works such as installation of electrical fittings,

furniture, minor repairs and other necessary works are not being permitted by the Judgment Debtors, thereby preventing effective enjoyment of the suit premises. In order to give meaningful effect to the compromise decree and to facilitate its implementation, the Decree Holder deserves permission to carry out such necessary repairs and minor works at his own cost, subject to the terms of the compromise decree and without altering the nature or structure of the property beyond what is contemplated therein.

**07.** So far as the prayer seeking a temporary injunction is concerned, the same cannot be granted in the present execution proceedings. The compromise decree itself contains a specific covenant that the Judgment Debtors shall not interfere with or obstruct the peaceful possession, occupation and enjoyment of the suit premises by the Decree Holders. Such obligation has already merged into the decree and is executable as a part of the decree. Therefore, there is no necessity to grant a fresh or independent order of temporary injunction in execution proceedings. If the Judgment Debtors commit breach of the injunction embodied in the compromise decree, the Decree Holders are at liberty to seek enforcement of that part of the decree in accordance with law, including by taking appropriate steps under the provisions governing execution of decrees for injunction.

**08.** Consequently, while the Decree Holders are permitted to carry out the necessary repairs, installation of electrical fittings, furniture and other minor works in accordance with the compromise decree, the prayer for grant of a fresh interim injunction is not maintainable and deserves to be rejected. The rights of the Decree Holders to execute the

injunction clause already forming part of the compromise decree are expressly kept open. Hence, I proceed to pass following order :

**ORDER**

- 1) The application is partly allowed.
- 2) The Decree Holders are permitted to carry out necessary repairs, installation of electrical fittings, furniture and other minor works in the suit premises, at their own cost, strictly in accordance with the terms and conditions of the compromise decree dated 12.03.2016.
- 3) The prayer for grant of a fresh temporary injunction is rejected as not maintainable in execution proceedings.
- 4) It is clarified that the Decree Holders shall be at liberty to take appropriate steps in execution for enforcement of the injunction and other obligations already incorporated in the compromise decree, if there is any obstruction or breach on the part of the Judgment Debtors.
- 5) No order as to costs.

Date:- 21/07/2026.

( M. D. Nanaware )  
Civil Judge Sr.Dn, Igatgpuri.