

Spl.Darkhast. No.15/2023
Lily vs. Maurice

ORDER BELOW EXH.171

01. The present application is filed by decree holder being that the judgment dated 09/04/2026 passed by the Hon'ble Supreme Court in Civil Appeal arising out of S.L.P (Civil) No. 8166 of 2022 to taken on record and that the execution proceeding be proceeded with strictly in accordance with the compromise decree dated 14.07.2017.

02. The Judgment Debtor has filed his say opposing the application. It is contended that the application is misleading and not maintainable. According to him the decree holder has failed to comply with the essential conditions of compromise decree. It is submitted that under Clause 6 of the compromise decree, the decree holder is under an obligation to pay the value of the bungalows standing in the suit property. The judgment debtor contend that the decree holder is deliberately avoiding payment of said amount. It is further submitted that the judgment debtor is ready and willing to perform the compromise decree strictly in accordance with the original terms.

03. Heard both the sides. Perused the application, say and compromise decree, judgment of Hon'ble Apex Court and the record.

04. At the outset, it is admitted position that the compromise decree dated 14.07.2017 came to be passed in Civil Suit No. 68 of 2012. During the execution proceedings, this court had earlier appointed a Court Commissioner and thereafter a valuer for implementation of the compromise decree. The Commissioner and the valuer submitted their respective reports before this court. On the basis of those reports this court passed the orders dated 19.07.2021, 26.07.2021 and consequential order dated 11.10.2021.

05. The record further reveals that the aforesaid orders were challenged before Hon'ble High Court and thereafter before Hon'ble Supreme Court. By judgment dated 9.04.2026 the Hon'ble Supreme Court allowed the civil appeal arising out of SLP (Civil) No. 8166 of 2022 and set aside the orders dated 19.07.2021, 26.08.2021 and 11.10.2021 passed by this Court. The Hon'ble High Court has categorically held that the executing court cannot go beyond the decree, cannot alter or modified it terms and is bound executing decree strictly in its terms and order.

06. Thus the earlier directions issued by this Court On the basis of Commissioner's report and valuers report no longer survives. The execution proceedings are now required to proceed a fresh keeping in view the law declared by Hon'ble Supreme Court.

7. The principle controversy now raised between the parties pertains to Clause No. 6 of the compromise decree. According to decree holder the valuer appointed by the Court had reported that the bungalow standing on the property was in dilapidated and incomplete conditions and therefore, no valuation could be assessed. On that basis, it is argue that no amount is payable and towards the bungalow.

8. Per contra, the judgment debtor submits that the bungloes was very much in existence even on the date of compromise. According to him, the compromise itself contemplates payment of the value of the bungalow Under Clause 6 of the compromise. It is further submitted that the Judgment Debtor had produced an independent valuation report regarding the bungalow and therefore, the decree holder cannot avoid payment merely by relying upon the earlier report of the Court appointed valuer.

9. This Court is of the considered opinion that the rival contentions cannot be finally adjudicated merely while deciding the present application. The controversy relates to the implementation of Clause No. 6 of the compromise decree itself. Since the Hon'ble Supreme Court has specifically directed this Court to execute the decree strictly according to its terms and Tenor, every clause of the compromise decree has to be given effects as it stands. Equally this Court cannot rewrite, dilute or ignore any clause of compromise decree.

10. Whether the bungalow was existing in the condition contemplated by the compromise, whether any valuation is required to be accepted, whether the earlier valuation reports survives after the judgment of Hon'ble Supreme Court, whether any fresh exercise is required for effective implementation of Clause No. 6 and whether the decree holder has discharge his obligation to pay the value of the bungalow, are all questions directly connected with execution of decree. These questions necessarily required, consideration at the stage of actual implementation of Clause 6 after hearing both the parties.

11. It is pertinent to note that the Hon'ble Supreme Court has not adjudicated upon the factual dispute regarding valuation of the bungalow or the amount payable under Clause 6. The Hon'ble Supreme Court has only led down the principle that the executing court cannot travel beyond the decree. Therefore, while implementing Clause No.6 this court shall interpret and execute the clause strictly in accordance with the plain language without introducing any modification in consistent with the compromise decree.

12. The copy of the judgment of Hon'ble Supreme Court deserves to be taken on record. The execution proceedings are liable to be proceeded in accordance with the directions issued therein. However the other prayers made by decree holder for immediate execution without considering the

objections raised by the judgment debtor cannot be granted at this stage, particularly when the dispute regarding compliance with Clause no. 6 remain to be decided in accordance with law. Hence, the following order.

ORDER

1. Application below Exh. 171 is partly allowed.
2. The execution proceedings shall proceed strictly in accordance with compromise decree dated 14.07.2017 and in conformity with the judgment of Hon'ble Supreme Court.
3. The earlier orders dated 19.07.2021, 26.08.2021 and 11.10.2021 having been set aside by Hon'ble Supreme Court shall not govern the further execution proceeding.
4. The controversy regarding implementation of Clause No. 6 of the compromise decree, including the valuation of bungalows and liability of decree holder to pay the amount contemplated therein, shall be considered and decided during the course of execution strictly in accordance with the terms of compromise decree and after hearing both the parties.
5. The remaining prayers of the decree holder are kept open for consideration at the appropriate stage of execution.

Cost in cause.

(K.S.Suryawanshi)

Civil Judge Senior Division, Wai
Dist-Satara.

Date: 07.07.2026
