

**III ADDITIONAL DISTRICT AND SESSIONS COURT,
TIRUVALLUR AT POONAMALLEE.**

Present : **Thiru.C.VIJAYAKUMAR, B.A., B.L.,**
III Additional District and Sessions Judge

Tuesday, the 18th day of August 2026

**E.P.No.07/2026 & memo dated 16.07.2026
in O.S.No.91/2019**

S. Isravel Durai, S/o. Late P. Samraj,
No.1, Surya Flats, Krishnapuram,
Ambattur, Chennai – 600 053.

... Petitioner / Decree holder.

//Vs//

T.S. Sathiya Seelan,
S/o.T.D. Sunaravadivel,
No.31, South Mada Street,
Thirumullaivoyal,
Chennai – 600 062.

... Respondents / Judgment Debtors

This petition came up before this Court for final hearing on 20.07.2026 in the presence of M/s. G. Sumitra, U. Meharunisha, P. Sharumathi, T. Anandha Jothi learned counsel for the Petitioner/Decree holder, M/s. D. Saravanan, S. Nizar Ahamed learned counsels for the Respondent / Judgment Debtor and upon hearing the both sides and on perusal of oral and documentary evidence, having stood over for consideration till this day, this court passed the following:

ORDER

The petitioner filed this Execution Petition under Order XXI, Rule 34 r/w 38 of the CPC, seeking the execution of Sale deed on behalf of Judgment Debtor in favour of the Petitioner/Decree Holder in respect of the scheduled property.

2) Breif Averments of the Petition filed by the Petitioner as follows :

The Petitioner / Decree Holder herein filed the Execution petition for the execution of the Lok Adalath Award dated 09.09.2023 in O.S.No.91 of 2019 on the file of this Court against the Respondent/Judgment Debtor for execution of the sale deed as per the Lok Adalath Award dated 09.09.2023.

3) Breif Averments of the Counter Statement filed by the Respondents / Judgment Debtors as follows :

The respondent denied all material allegations in the Execution Petition arising from the Lok Adalat Award dated 09.09.2023 in O.S. No. 91 of 2019, asserting that the petition was unmaintainable and should be dismissed with exemplary costs. It was submitted that under Clauses 3 and 7 of the Joint Compromise Memo, the Petitioner had unconditionally undertaken to pay a balance sum of Rs.1,00,00,000/- on or before 08.03.2024. The execution of the sale deed was a reciprocal promise conditional upon this prior payment. The respondent pointed out that the Petitioner explicitly admitted non-payment in Column No. 6 of his own Execution Petition. According to the self-operating default terms in Clauses 8 and 10 of the Memo, the Petitioner's

failure to pay within the 6-months period automatically extinguished his rights to specific performance and released the respondent from all related claims. Furthermore, it was contended that by failing to pay the agreed consideration or demonstrate continuous readiness and willingness under Order XXI Rule 34 of the C.P.C., the Petitioner had suppressed vital facts , and unlawfully resorted to police intervention in 2025 and 2026 to force the registration of the sale deed.

4) No witnesses were examined and no documents were marked on both sides.

5) Now, the point for consideration before this Court is whether the Petitioner/Decree Holder is entitled to an Order as prayed for ?

6) POINT :

Heard both side argument . Perused the documents.

7) This Execution Petition is filed by the Petitioner/Decree Holder under Order XXI Rule 34 read with Section 151 CPC, seeking execution of the Sale Deed by the Registrar on behalf of the Respondents/Judgment Debtors in favour of the Petitioner, in respect of the scheduled property, pursuant to the Lok Adalat Award dated 09.09.2023 passed in O.S.No.91 of 2019.

8) The claim of the Petitioner is that the suit was settled before the Lok Adalat and, in terms of the Joint Compromise Memo, the Lok Adalat passed the Award dated 09.09.2023. According to the Petitioner, the Respondents were

required to execute the Sale Deed but failed to do so. Hence, the present Execution Petition has been filed.

9) The Respondents oppose the petition. Their specific case is that the Petitioner was required to pay the balance sale consideration of **Rs.1,00,00,000/- on or before 08.03.2024**, as stipulated in **Clauses 3 (page 2) and 7** of the Joint Compromise Memo. It is their further case that Clauses 8 and 10 provide for the consequence of failure to make the payment within the stipulated period. The Petitioner did not make the payment within the agreed time. Hence, according to the Respondents, the Petitioner cannot now seek execution of the Sale Deed.

10) No oral or documentary evidence has been adduced by either side. Heard both sides and perused the pleadings and the terms of the Joint Compromise Memo.

11) The only question that arises for consideration is whether, in the circumstances stated above, the Petitioner is entitled to compel execution of the Sale Deed through this Court. The Lok Adalat Award dated 09.09.2023 was passed on the basis of the compromise entered into between the parties. Under Section 21 of the Legal Services Authorities Act, 1987, such Award is deemed to be a decree of the Civil Court and is final and binding upon the parties. Therefore, this Court is required to give effect to the Award according to its terms.

12) On a careful consideration of the Joint Compromise Memo, it is clear that payment of the balance sum of Rs.1,00,00,000/- on or before 08.03.2024 was an obligation specifically undertaken by the Petitioner. The Petitioner has not disputed that the said amount was paid within the stipulated period ie on or before 08.03.2024. The Petitioner's request for execution of the Sale Deed therefore cannot be considered independently of his own obligation under the compromise. The Sale Deed was to be executed in the manner agreed between the parties, and the Petitioner cannot seek enforcement of that obligation without establishing compliance with the condition which he himself had undertaken to fulfil.

13) The Respondents rely upon Clauses 8 and 10 of the Joint Compromise Memo to contend that the failure to pay within the agreed period resulted in loss of the Petitioner's right to seek execution of the Sale Deed. Those clauses form part of the very settlement which resulted in the Lok Adalat Award. This Court cannot ignore those terms while executing the Award. It is true that the Award has not been shown to have been stayed or set aside. But that circumstance does not dispense with compliance with the conditions contained in the Award. The Hon'ble High Court not setting aside or modifying the Award.

14) It is only examining whether the particular relief sought in this Execution Petition can be granted in accordance with its terms. Order XXI Rule 34 CPC

provides the procedure for execution of a document where such execution is directed by a decree. The provision enables the Court to take steps for execution of the document in accordance with the decree; it does not confer upon the Decree Holder a right beyond the decree.

15) In the present case, the Petitioner has admittedly failed to perform the obligation of payment within the time fixed under the compromise. No material is placed before this Court to show that the payment was made within time or that the Petitioner was prevented from making such payment by any act of the Respondents. Now the petitioner filed a memo along with a Photocopy of a demand draft for Rs1 crore.

16) The Court has considered the matter keeping in view that an Award passed on a compromise is binding upon both parties. The same obligation which binds the Respondents also binds the Petitioner. A party cannot seek enforcement of the portion favourable to him while leaving unperformed the corresponding obligation expressly undertaken by him. In these circumstances, the filing of a memo along with a photocopy of the Demand Draft does not fulfil the covenants contained in the Lok Adalat Award.

17) And also the claim of the petitioner in the serial No 12 of the execution petition itself shows as follows:

“The Hon’ble Court may be pleased to issue for an order to issue a warrant sale of immovable properties of JD for execution of sale deed under

order 21 rule 34 read with unscrutinized section 38 of cpc may be pleased to execute the sale deed by the Registrar on behalf of the Judgment debtor infavour of decree holder in respect of the property as per the schedule mentioned property as per the decree.”

18) Upon careful reading of the above prayer, it is evident that the relief sought by the Petitioner is not in conformity with the scope and procedure contemplated under Order XXI Rule 34 CPC or with the terms of the Lok Adalat Award dated 09.09.2023. Order XXI Rule 34 CPC contemplates execution of a document in terms of the decree, whereas the Petitioner has sought a warrant of sale of the immovable property of the Judgment Debtor as a step towards execution of the Sale Deed. Such a relief cannot be granted unless it is supported by the terms of the decree/Award itself.

19) Further, the Petitioner has not shown that the Lok Adalat Award contains any direction for sale of the property by way of warrant or authorises the Court to bring the scheduled property to sale. The Award has to be executed strictly in accordance with its terms and the executing Court cannot enlarge the relief granted under the Award. Therefore, the prayer made in Serial No.12 of the Execution Petition, insofar as it seeks a warrant of sale of the immovable property, is beyond the scope of the Lok Adalat Award and cannot be granted in the present execution proceedings.

20) The prayer portion also seeks execution of the Sale Deed through the

Registrar, but it does not state that such execution is sought through this Court. The prayer, therefore, does not conform to the procedure contemplated under Order XXI Rule 34 CPC. Accordingly, the point for consideration is answered against the Petitioner/Decree Holder.

21) In the result, the Execution Petition and the memo seeking permission to deposit Rs.1 crore through DD are **dismissed**. No order as to costs.

Dictated to the Steno - typist directly, typed by him in the computer, corrected and pronounced by me in the open court, this the 18th day of August 2026.

**III Additional District and Sessions Judge,
Tiruvallur at Poonamallee.**

Both side Witness and Exhibits :- NIL

**III Additional District and Sessions Judge,
Thiruvallur @ Poonamallee.**