

**IN THE COURT OF THE DISTRICT MUNSIF, PONNERI.**

**PRESENT: Selvi.A.Keerthana, B.A., L.L.B.,**  
**District Munsif, Ponneri.**

Monday, the 14<sup>th</sup> day of July 2025.

**EXECUTION PETITION NO.2 OF 2025**

**IN**

**ORIGINAL SUIT NO.81 OF 2012**

K.Paul Rajan

..... Petitioner/Plaintiff/Decree Holder

Versus

Muniyandi @ Munian

..... Respondent/Defendant/Judgment Debtor

This petition came on 03.07.2025 for final hearing before me in the presence of Mr.R.Krishnaswamy, Learned counsel appearing for the petitioner and Mrs.R.Umamaheswari, Learned counsel appearing for the Respondent. Upon hearing both sides, after perusing the material case records and having stood over for consideration till this day, this Court delivers the following:

**ORDER**

This petition has been filed under Order 21 Rule 35 CPC praying for delivery of the suit property.

**2. CASE OF THE DECREE HOLDER:**

The decree holder is the plaintiff in O.S. No. 81 of 2012 before this Court. After trial, the suit was decreed on 02.08.2018, declaring the decree holder as the absolute owner of the petition schedule property. As part of the decree, the judgment debtor was granted a period of three months to hand over vacant possession of the petition premises to the decree holder. However, due to the judgment debtor's failure to comply with the terms of the decree, the decree holder has filed the present petition.

### **3. CASE OF THE JUDGMENT DEBTOR:**

3.1. The judgment debtor herein is a tenant of the petitioner's property. The petitioner filed a suit for eviction, which was decreed on 02.08.2018. Although the respondent attempted to negotiate with the petitioner, no effective resolution was reached. Consequently, the petitioner filed this Execution Petition, and the respondent, having no other recourse, is now filing this counter before the Court.

3.2. The respondent submits that an appeal in A.S. No. 24 of 2021 was preferred before the Subordinate Court at Ponneri. The appeal was later transferred to the Additional Sub-Court, Ponneri, and was referred to the Lok Adalat. An order was passed on 30.09.2023 in the Lok Adalat directing the respondent to vacate the suit property. Further, the respondent states that arrears of rent amounting to Rs. 18,000/- from the year 2011 to 2020 were paid on 27.07.2011 to the decree holder. Further, the respondent paid a further arrears amount of Rs. 2,39,600/- on 19.04.2021 through the counsel for the decree holder, who accepted it with seal and signature. The respondent continued to pay monthly rent of Rs. 2,000/- from 08.10.2021 to 09.11.2023. Thereafter, the respondent was willing to continue paying rent, but the petitioner refused to accept it. Consequently, the rent was not paid. Moreover, the respondent claims to have spent approximately Rs. 2,00,000/- towards necessary repairs to the petition property, including building damage, motor repairs, and electrical work.

3.3. Based on the above facts, the respondent submits that the petitioner has not approached this Court with clean hands. Several documents that were executed at the time of trial have allegedly been suppressed by the petitioner. The respondent also contends that the petitioner's ownership of the property was challenged, but this issue was not adequately considered by the Court. Therefore, the petitioner has no valid right to claim eviction. The respondent states that he was misled and cheated by the petitioner. He further seeks reimbursement of Rs. 2,00,000/- spent on building repairs and prays that the Court grant additional time to vacate the suit property until the said amount is paid by the petitioner. Hence, the respondent prays for dismissal of the execution petition.

4. **POINT FOR DETERMINATION :**

Whether the decree holder is entitled for the relief of vacant possession of the petition premises?

5. **EVIDENCE :**

Neither the petitioner nor the respondent led any oral or documentary evidence through their counsel.

6. **Discussion and Findings:**

6.1. Heard both sides enquiry. Records perused. It is evident that the present petition has been filed pursuant to the order dated 02.08.2018 passed in O.S. No. 81 of 2012, wherein this Court directed the respondent to hand over vacant possession of the petition schedule premises within a period of three months. Admittedly, the said period has since lapsed. The respondent submits that an appeal was preferred, during the pendency of which the matter was referred to the Lok Adalat. An award was subsequently passed on 11.09.2021, directing the respondent to vacate the suit property on or before 30.09.2023.

6.2. At this stage, it is pertinent to examine the award passed by the Lok Adalat, a certified copy of which has been filed along with this petition. Upon perusal, it is noted that a sum of Rs. 14,000/- was paid towards monthly rent for the period from February 2021 to August 2021. The terms of compromise recorded in the award expressly state the following:

*“That Respondent herein to vacate the suit property within a period of 2 years i.e. on or before 30.09.2023 without a days default, failing which the Respondent/Plaintiff can take delivery of possession of the suit property by filing necessary Execution petition, without notice to the appellant/defendant. With regard to arrears of rent, the appellant/defendant shall pay rent for 7 month up to the end of August 2021 within 10 days from today that is on or before 21.09.2021 without a day default. The Appellant/Defendant shall pay future rent regularly on or before the 10<sup>th</sup> day of the English calendar month and the 1<sup>st</sup> of such payment shall be made on or before*

*10.10.2021. It is hereby further agreed that in case of default in payment of such rent, even for one month, then notwithstanding the non expiry of the period up to 30.09.2023 referred above, the Respondent/plaintiff is at liberty to take possession by filing necessary execution proceedings without notice to appellant/defendant. Further, to avoid unnecessary dispute with regard to the payment and receipt of rent, the appellant/defendant is directed to pay the rent for every month to the counsel for respondent/plaintiff and to get receipt there for.”*

6.3. Thus, based on the aforementioned terms, the award reaffirmed the order of the trial court. It is now necessary to examine whether the Respondent/Judgment Debtor has complied with the terms of the award. In support of the respondent's claim, three documents were furnished on their side. The first is a rental receipt dated 27.07.2011, which purports to show that payment was made by the respondent on that date. However, the relevance and timing of this receipt in the context of the present proceedings remain unclear.

6.4. The second document, dated 19.04.2021, refers to the order dated 22.03.2021 in I.A. No. 6 of 2020 in A.S. S.R. No. 10421. It indicates that the respondent paid a sum of Rs. 2,39,600/-, which, according to the respondent, was duly acknowledged by the petitioner's counsel with their signature and seal.

6.5. The third document evidences monthly payments of Rs. 2,000/- made by the respondent from 08.10.2021 to 10.10.2023, allegedly to the counsel for the petitioner. These payments are cited to support the respondent's contention of continued compliance with the Lok Adalat award.

6.6. In light of the above factual matrix, it is evident that rent was paid by the respondent from 08.10.2021 to 10.10.2023, as substantiated by the rental receipts purportedly issued to the petitioner's counsel. The respondent further contends that a sum of Rs. 2,39,600/- was paid, which is evidenced by Document No. 2. However, it is pertinent to note that Document No. 2 is dated 19.04.2021, which is prior to the passing of the Lok Adalat award. Subsequently, pursuant to the award passed by the

Lok Adalat, the respondent/tenant is shown to have paid a further sum of Rs. 14,000/-.

6.7. Further, Document No. 1 is merely a rental receipt indicating payment of Rs. 18,000/- by the respondent, dated 27.07.2011. The relevance of this document to the current proceedings appears limited, as it pertains to a period well before the initiation of the present execution proceedings.

6.8. This Court finds that, irrespective of the foregoing facts, as per the terms of the award passed by the Lok Adalat, the respondent was obligated to vacate the suit premises on or before 30.09.2023. Upon failure to do so, the petitioner/deed holder is entitled to seek eviction of the respondent/judgment debtor, even without issuing further notice, particularly in the event of non-payment of arrears of rent.

6.9. It is a well-settled legal principle that an award passed by the Lok Adalat is final and binding, and no appeal shall lie therefrom. Accordingly, the present petition has been filed by the petitioner seeking delivery of possession from the respondent in accordance with the said award.

6.10. Moreover, in the case of *Rameshwar Dass Gupta v. State of U.P. and Another*, (1996) 5 SCC 728, our Hon'ble Apex court held that,

*“An executing court cannot travel beyond the order or decree under execution.”*

Also, it has been held in the case of *Bhawalal Bhandari v. Universal Heavy Mechanical Shifting Enterprise*, (1999) 1 SCC 558, wherein our Hon'ble Apex court held that,

*“it is trite law that an executing court cannot go behind the decree that is to be executed and give relief to the judgment debtor that was expressly denied to him.”*

6.11. Based on the above averments, this Court is of the considered view that the respondent is bound to comply with the terms of the Lok Adalat award in its entirety, both in letter and spirit. As this Court functions as an executing court, it is well established that it cannot go beyond or traverse the scope of the decree.

6.12. Accordingly, this Court cannot entertain the respondent's contention that the petitioner is liable to pay a sum of Rs. 20,000/-, allegedly due from the petitioner to the respondent. Such a claim falls outside the purview of execution proceedings and is a matter to be adjudicated by the court having original jurisdiction over such disputes. It cannot be raised or agitated before this execution court.

6.13. Furthermore, irrespective of whether rent was paid or not, this Court is inclined to hold that the respondent was unequivocally bound to vacate the suit premises on or before 30.09.2023, as mandated by the Lok Adalat award. Having accepted the outcome of the appeal, and with the appeal having reached finality, any improvements or construction of superstructures undertaken by the respondent thereafter, despite knowledge of the judgment and decree appear to be a deliberate and untenable attempt to circumvent the consequences of the legal process. Such conduct is viewed as a clear attempt to evade the binding effect of the decree under the guise of equitable claims.

6.14. In view of the foregoing deliberations, and in the interest of justice, this Court is of the considered opinion that the decree holder is entitled to enjoy the fruits of the decree. Accordingly, this Petition is allowed. The point for determination is answered in favour of the decree holder.

#### **7. Result:**

In the result, this execution petition is hereby allowed. No costs. Delivery by 06.08.2025. payment of batta in 3 days.

Dictated to the Stenographer, transcribed by her in the Computer directly, printed, corrected and pronounced by me in open court on this the 14<sup>th</sup> day of July 2025.

DISTRICT MUNSIF,  
PONNERI.

DECREE HOLDER AND JUDGMENT DEBTOR SIDE WITNESSES AND  
EXHIBITS: NIL.

DISTRICT MUNSIF,  
PONNERI.