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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **EX.P. 28/2024 and EX.APPL.(OS) 595/2024**

Date of Decision: 03.09.2025

IN THE MATTER OF:

JYOTSNA BEDI
THROUGH SPA HOLDER NEELMANI SINGH
D/O LATE SH. J.S. BEDI
R/O 28162 VIA PONDAL MISSION
VIEJO CA 92692 U.S.A.

.....Decree Holder

Through: Mr.Giriraj Subramaniam, Mr.Prayj
Sharma and Mr.Jaisal Baath,
Advocates.

versus

TIKKA BRIJINDER SINGH BEDI
S/O LATE SH. J.S. BEDI
R/O 132 GOLF LINKS,
NEW DELHI – 110003

.....Judgement Debtor

Through: Mr.Sandeep Sethi, Sr. Advocate with
Mr.Krishna Datta, Mr.Zeeshan
Diwan, Mr.Harsh, Mr.Joel James and
Ms.Ankita, Advocates.

CORAM:
HON'BLE MR. JUSTICE PURUSHAINDRA KUMAR KAURAV

JUDGMENT

PURUSHAINDRA KUMAR KAURAV, J. (ORAL)

The instant execution petition has arisen out of the consent judgment and decree dated 30.01.2024 passed by this Court in CS(OS) 52/2024, whereunder, the said suit was decreed as per the terms contained in the



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Agreement-Arrangement cum Memorandum of Understanding dated 07.08.1992 (MoU).

2. The terms of the said MoU as recorded in the decree sought to be executed herein, are reproduced below, for reference:

"1. That all parties undertake to abide by the wish of the parties No. 1 and 2.

2. That Party No. 1 has written a WILL xxxxx xxxxx xxxx xxxxxx xxxxx xxxxx dated 19th January 91 which is unregistered and he has under this will bequeathed his property 132, Golf Link to his son Tikka Brijinder Singh Bedi with the proviso that 1st Floor and 2nd Floor will be in possession of party No.2 Mrs. Swarn Kaur Bedi for her life time. Under this Arrangement all parties endorse this WILL of Party No. 1. In the event of premature death of Party No: 3 Tikka Brijinder Singh Bedi the property shall pass on to his son Tikka Angad Singh Bedi.

3. That now all parties have further decided that Party No . 3 will inherit the property of Party No. 1 namely 132, Golf Links, New Delhi. 1st Floor and 2nd Floor of the same shall remain in the possession of Party No. 2 for her residential use for her life time. She may rent out flat on 2nd Floor and enjoy the rental of the same.

4. That after the Life time of Party No . 2 the possession of the First Floor of the said property shall be given back to Party No. 3, Tikka Brijinder Singh Bedi or in the event of his premature death, to his son Tikka Angad Singh Bedi. That party No. 2 shall not part with possession of 1st Floor Flat except to Party No. 3 or his son.

5. That the 2nd Floor Flat shall be given to Ms.Jyotsna Bedi for her residential use for her life time. Thereafter the possession shall revert back to Tikka Brijinder Singh Bedi or to Tikka Angad Singh Bedi in the event of death of Tikka Brijinder Singh Bedi.

6. That party No. 7 shall have no right to part with or handover possession of the same i.e. 2nd Floor Flat to anybody else other than party No. 3 or his son. However party No. 3 cannot sell the Building 132, Golf Links without explicit written permission of Party No. 7.

7. That it is specifically agreed that Party No. 7 shall keep the Flat only for her personal use and only for her life till time. The title of the same shall remain in the name of Tikka B.S. Bedi (Party No.3) or Tikka Angad Singh Bedi as the case may be.



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8. *That Party No. 7 shall have no right to will the flat to anybody.*

9. *That it is also agreed that Party No. 3 shall improve the Flat by painting, repairing etc. before handing over to Party No. 7. Party No. 3 will renovate the flat by adding one more Bedroom and one Bathroom to the existing flat and make it into a Two Bedroom Drawing Dining Flat.*

10. *That it is also agreed that when the ownership of the property passes on to party No. 3 he shall bear all Municipal Taxes of the property.*

11. *That currently the property is under equitable mortgage with Punjab Sindh Bank. This Liability to be cleared by Party No. (illegible).*

12. *All parties agree to the above arrangement which it is also explicitly agreed is to be irrevocable and cannot be changed.*

13. *Any dispute arising between the parties relating to the aforesaid arrangement will be settled by a mutually agreed Arbitrator."*

3. The judgment debtor has filed objections to the present proceedings under Section 47 of the Code of Civil Procedure (*hereinafter referred to as 'CPC'*), on various grounds.

4. Mr. Giriraj Subramaniam, learned counsel appearing on behalf of the decree-holder, submits that the objections filed by the judgment debtor to the present proceedings are misconceived and baseless. He further submits that same aims to delay the execution proceedings. He submits that the agreement between the judgment debtor and the decree holder dated 27.05.2019 (*hereinafter referred to as '2019 agreement'*) does not form part of the decree sought to be executed in the present proceedings. He submits that the executing Court is bound only by the decree sought to be executed, and since the said decree reaffirms only the terms of the MoU, the 2019 agreement need not be considered.

5. Mr. Sandeep Sethi, learned senior counsel appearing on behalf of the



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judgment-debtor, submits principally, that the decree sought to be executed, has to be read in light of the 2019 agreement, whereunder, the decree holder allegedly has agreed to relinquish her right over the said property in favour of the judgment debtor.

6. Mr. Sandeep Sethi, learned senior counsel has also pointed out that the decree holder has accepted part of the consideration under the 2019 agreement, indicating that she is bound by the terms thereunder. He further submits that when some of the cheques given to the decree holder by the judgment debtor got dishonoured, she instituted proceedings under Section 138 of the Negotiable Instruments Act, 1882. He further draws the attention of the Court to the order dated 19.01.2023 passed by the High Court of Punjab and Haryana, which records a statement by the decree-holder herein that in case the judgment debtor herein agrees to pay Rs. 5 crore in total, she would execute the relinquishment deed as per the terms of the 2019 agreement.

7. It is also his submission that the balance amount due to the decree holder under the 2019 agreement is only Rs.3.23 crore, and that the readiness of judgment debtor to pay the same has been placed on record.

8. He has placed reliance on the judgment of this Court in **Atul Chopra & Ors v. Technotree Corporation & Ors**¹ and the decision of the Supreme Court in **Ruby Sales and Services (P) Ltd. v. State of Maharashtra**.² To contend that the objections raised by the judgment debtor deserve to be sustained.

9. He has specifically drawn the attention of this Court to paragraphs

¹ 2012 SCC OnLine Del 3446

² (1994) 1 SCC 531



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no.18 and 26 to 30 of the decision in the case of **Atul Chopra & Ors** and paragraph no.15 in the case of **Ruby Sales and Services (P) Ltd.**

10. Learned senior counsel has also drawn the attention of this Court to various documents and the pleadings in original civil suit. He tries to indicate from paragraph no.10, 13, 33, 44 of the plaint therein, that the suit was essentially for partition and possession of 335 sq. yds. area of second floor of property bearing no. 132, Golf Links, New Delhi. He submits that however, the said property has undergone structural changes that the judgment debtor undertook pursuant to the arrangement between the parties, under the 2019 agreement. He submits that execution of the said decree as sought in the present proceedings is not practicable, and that the same would create impracticalities, including *inter alia*, invasion of the privacy of the judgment debtor and his family.

11. He, therefore, submits that the judgment and decree which is sought to be executed will have to be seen in the context of the arrangement which was agreed between the parties by way of agreement dated 27.05.2019.

12. I have heard learned counsel appearing on behalf of the parties and also perused the record.

13. The paragraphs relied on by Mr. Sandeep Sethi in the judgment of this Court in **Atul Chopra & Ors** are extracted below, for reference:

“17. First thing according to me which requires consideration in the present case is to see as to whether the agreement which is in the nature of settlement entered into by the parties to the suit prior to the passing of the decree wherein the parties have fully and finally resolved the dispute and entered into arrangement entailing the future obligations upon the parties can be looked into by the executing court.

18. If the answer of the said question comes in affirmative, then, the court has to further examine as to whether the executing can enforce such



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agreement by proceeding to insist upon compliance of the said obligation or relegate the parties to a separate suit or for that matter the adopted and agreed mechanism for the resolution of dispute in the said agreement.

26. The sum and substance of the observations of Supreme Court is that the enquiry before the executing court is microscopic in nature and the said enquiry is limited to the extent of examining the affairs of execution or the objections which goes into the root of the matter and proceeds to nullify the decree and not all other objections which can conveniently be tried by the courts passing the decree or which requires enquiry into further facts as entertaining such objections may give unnecessary liberty to the litigant to resist the execution even if the decree has attained finality in law.

27. On this basis, illegal nature of decree or irregular nature of decree or wrong decree which is not necessarily null and void cannot be attacked in execution or collateral proceedings.

28. However, the evolution of this principle and the line of authorities emerging therefrom is one set of authorities wherein the objections relating to validity of the decree cannot be undertaken by the executing courts.

29. On the other hand, there is certain permissible extent upto which the objections can be entertained by the executing court. Such nature of objections which can be entertained by the executing court have been judicially culled out by the courts from time to time and include objections relating to pre decree arrangement, post decree arrangements, question relating to excess or deficient execution, objections relating to impact of subsequent legislation making the decree inexecutable, reciprocal obligations and other kinds of objections which in a way affect the executability of the decree and are the matters relating to execution, discharge or satisfaction of the decree and therefore, are the matters which are covered within the ambit of Section 47 CPC.

30. The said nature of objections are in a way exception to the principle that the executing court normally does not go behind the decree in order to adjudge the validity of the decree.

31. One such exception is the case relating to pre-decretal arrangement or agreement is an agreement which is entered into by the parties wherein the intention of the parties is to end the litigation by entering



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into an arrangement and thereby either foreclosing the right to execute the decree or adopting other methods whereby the execution of decree becomes affected in one way or the other.

32. Such agreements are taken into cognizance by the executing courts either as a matter of adjustment or otherwise affecting the executability of the decrees in one way or the other.”

14. If the said judgment is appreciated in the right perspective, it would indicate that the Court has clearly held that only objections to execution proceedings, which affect the executability of the decree may be entertained by the executing Court. Further, in paragraph 31, the Court has held only that pre-decretal agreements wherein the intention of the parties is ‘*to end the litigation by entering into an arrangement*’ and thereby either ‘*foreclosing the right to execute the decree*’ or ‘*adopting other methods whereby the execution of decree becomes affected in one way or the other*’ may be entertained.

15. In the present case, it is pertinent to note that the 2019 agreement was entered into by the parties, prior to the institution of the original civil suit. therefore, neither can the same be deemed to be an agreement intending to end litigation between the parties, nor can it be interpreted as to foreclose the right to execute the present decree or affect the execution of the same.

16. If judgment and decree sought to be executed is looked into in the aforesaid context, it would appear that the parties have agreed to act upon the MoU.

17. It is thus seen that there is no illegality, irregularity or any inconsistency in the impugned judgment and decree which is sought to be executed.

18. The relevant portion of the decision of the Supreme Court in the case



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of **Ruby Sales and Services (P) Ltd** is extracted as under:-

“15. As we have noticed earlier the definitions of “conveyance” and “instrument” start with the expression “includes” which shows that the definitions are very wide. It appears to us that the amendment was made out of abundant caution and it does not mean that the consent decree was not otherwise covered by the definitions given in Section 2(g) or 2(l) of the Act. As stated earlier it depends on the terms thereof. Merely because an agreement is put in the shape of a consent decree it does not change the contents of the document. It remains an agreement and it is subject to all rights and liabilities which any agreement may suffer. Having a stamp of court affixed will not change the nature of the document. A compromise decree does not stand on a higher footing than the agreement which preceded it. A consent decree is a mere creature of the agreement on which it is founded and is liable to be set aside on any of the grounds which will invalidate the agreement”

19. The Supreme Court in the said decision, in the context of consent decrees *vide* which conveyance of immovable properties are effected, held that the decree is merely a creature of the agreement between the parties, so as to be liable for payment of stamp duty. The said decision does not, in any manner, support the case set up on behalf of the judgment debtor.

20. The Supreme Court in the case of **Rajasthan Financial Corpn. v. Man Industrial Corpn. Ltd.**,³ has held as under:-

“18. We have considered the rival submissions. There can be no dispute to the proposition that the executing court cannot go beyond the decree. There can be no dispute that the executing court must take the decree according to its tenor. Also as has been set out in Greater Cochin Development Authority case [(2002) 2 SCC 573] when a decree is in terms of an award/document then the terms of that document have to be looked at. In this case the decree is in terms of the compromise deed. The decree does not provide that the compromise deed or any of its terms have been varied. To be remembered, that the decree is passed under Order 23 Rule 3 of the Civil Procedure Code. Under this provision normally the court passes the decree in terms of the compromise. Of course, the court can make a change. However, if the court was making a change it would have had to record why it was making the change and what change it was making. It could not then provide that the decree was

³ (2003) 7 SCC 522



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in terms of the compromise. If the court was not passing the decree in terms of the compromise then this opening portion of the decree could not have been there. The subsequent portion is mere classificatory in nature as to which of the options was to be exercised. This does not govern or detract from the main terms of the decree which is a decree in terms of the compromise. Clauses 2 and 7 of the compromise deed make it very clear that the appellants were entitled to charge interest on half-yearly basis. We see no substance in the submission that the “half-yearly rests” were to apply only if the rate of interest was to be decided by the appellants. These words clearly applied to both the options. In the classificatory portion the words “on half-yearly basis” have not been mentioned because the portion is only clarifying how interest was to be calculated. This portion thus does not detract from the fact that the decree is in terms of the compromise deed. Merely because some other minor changes, which appear to be inadvertent changes, have crept in do not also detract from the fact that the decree is in terms of the compromise deed. We also do not find any uncertainty in the decree.”

21. The aforesaid position is reemphasized to conclude that the executing Court cannot go beyond the decree sought to be executed and has to take the decree according to its tenor.

22. Furthermore, it is pertinent to note that the judgment debtor herein could have sought incorporation of the terms of the 2019 agreement in the consent judgment/decreed at the time the judgment was passed or sought necessary modification subsequently.

23. The impugned judgment and decree sought to be executed, was passed on 30.01.2024, and the present proceedings came to be filed on 20.04.2024. Since then, the matter has been taken up on various dates for consideration. However, the defendant/ judgment-debtor has completely failed to take any steps to get his grievance mitigated if he had any, under law.

24. It is pertinent to observe that on numerous occasions, miscreant litigants seek to obstruct execution of valid judgments and decrees, by



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raising frivolous and clever objections. It is the duty of the executing Courts to strictly discourage such practices.

25. Under the aforesaid circumstances, the Court finds that there is no substance in the objections raised by the judgment-debtor. The consent decree sought to be executed records only that the terms of the MoU should be given effect to by the parties. Although, the 2019 agreement may have been entered into by the parties, however, the same does not form part of the consent decree sought to be executed in the instant execution proceedings.

26. Under the aforesaid circumstances, the Court is bound to execute the judgment and decree which has been passed by this Court on 30.01.2024. The said order, in clause no. 5 of the terms of compromise, clearly records that the possession of the property in question is to be given to the decree holder herein.

27. The objections raised by the judgment-debtor are overruled. Let the bailiff be appointed for handing over the possession to the decree-holder.

28. In case, any police assistance is required, let the bailiff to take necessary assistance from the concerned police station.

29. Let the matter be listed before the concerned Joint Registrar for taking up further necessary steps in accordance with extant rules on 04.09.2025.

30. After compliance thereof, let the matter be listed before the Court on 06.10.2025.

PURUSHAINDR KUMAR KAURAV, J

SEPTEMBER 3, 2025

Nc/amg