

IN THE HIGH COURT OF JHARKHAND AT RANCHI
Civil Revision No. 6 of 2025

Sharifa Devi, aged about 73 years, wife of Sri Gaya Prasad, resident of Village – Lalitgram, Kathitanr, P.O. & P.S. – Ratu, District – Ranchi.

..... Petitioner / Defendant / Decree Holder

-Versus-

Pandra Sahkari Grih Nirman Samiti Ltd., Ranchi through its Vice President / President Shri Dayashankar Dubey, son of Late Kamla Pati Dubey, resident of Block Road, Kathitanr, Ratu, P.O. & P.S. - Ratu, District – Ranchi.

..... Opp. Party / Plaintiff / Judgment Debtor

CORAM: HON'BLE MR. JUSTICE PRADEEP KUMAR SRIVASTAVA

For the Petitioner : Mr. Ramawatar Choubey, Advocate.
For the Opposite Party : Mr. Oishi Das, Advocate.

Order No. 06 / Dated : 27th November, 2025

1. Heard learned counsel for the petitioners as well as learned counsel for the opposite party.
2. The present civil revision is directed against the order dated 06.08.2024 passed by learned Civil Judge (Senior Division)-IX, Ranchi in Execution Case No. 32 of 2019, whereby and whereunder the execution case filed by the defendant has been dismissed as not maintainable.
3. The factual matrix giving rise to this revision is that the plaintiff / opposite party has instituted a suit for a decree of ejectment of defendant from the suit property and putting them in khas possession of the same.

4. The case of the plaintiff / opposite party herein is that the plaintiff and defendant has entered into an agreement for purchase of a land measuring 7.5 decimals along with existing construction thereon appertaining to R.S. Plot No. 3754, R.S. Khata No. 110, Village-Ratu, P.S. – Ratu, District – Ranchi, P.S. No. 79, out of total area of said plot for a consolidated consideration amount of Rs. 3,25,000/- vide agreement dated 19.08.2000. It is further stated that the defendant paid a sum of Rs. 1,00,000/- as part payment and she was put in possession of the suit property by the plaintiff in acknowledgement of terms of said agreement dated 19.08.2000, the remaining amount i.e. Rs. 2,25,000/- was to be paid within six months from the said date of agreement which elapsed on 19.02.2001, but neither the defendant paid the balance amount nor taking any step for getting the said property transferred in her favour and continued in permissive possession over the suit property, which is totally unauthorized and illegal and hence, the plaintiff filed a suit for ejectment of defendant from the suit premises.

5. The defendant / petitioner appeared and filed her written statement on 05.05.2008, stating, inter alia that there is no cause of action ever arose to the plaintiff and further stated that total consideration amount fixed between the parties for sale of suit

property was Rs. 2,25,000/- only and the sum of Rs. 3,25,000/- appears to be manipulated figure. The defendant has admitted the payment of Rs. 1,00,000/- as an advance for the sale of suit property as per agreement dated 19.08.2000 and stated that she is still ready and willing to pay balance consideration of Rs. 1,25,000/- to the plaintiff at any day or time, as they required.

6. In support of respective case, both parties have adduced oral as well as documentary evidence. The learned trial court after considering the overall evidence available on record has decided all the issues against the plaintiff. Accordingly, the suit of the plaintiff was dismissed on contest, but without any order of costs and further held that the possession of defendant over the suit property was not found unauthorized and ordered that defendant must pay Rs. 1,25,000/- to the plaintiff within three months from date of order and the plaintiff after receiving the amount shall register the suit property in the name of defendant Sarifa Devi or her legal heirs and representative.

7. Against the dismissal of suit, the plaintiff has filed Civil Appeal vide Civil Appeal No. 132 of 2020 in the court of Additional Judicial Commissioner-VII, Ranchi, which was dismissed by the appellate court by upholding the judgment and decree passed in Original (Ejectment Title) Suit No. 302 of 2001.

8. Thereafter, the defendant / petitioner filed Execution Case No. 32 of 2019 before the Executing Court, which was dismissed as not maintainable. Hence, this Civil Revision.

9. Learned counsel for the petitioner submits that the learned Executing Court has misconceived in determining the true meaning of “*decree holder*” and wrongly passed the impugned order. “*Decree Holder*” does not confine to plaintiff only, rather it includes defendant, if judgment is passed in favour of defendant. Likewise, “*Judgment Debtor*” does not confine to defendant only, rather it also includes plaintiff, if judgment is passed in favour of defendant. It is settled law that a decree can be executed even at the instance of defendant, if judgment is passed in favour of defendant. Learned counsel further submits that the learned trial court has used the word ‘*must pay*’ and ‘*shall*’ register, hence direction is mandatory, therefore, refusal of registration by the judgment debtor (opposite party), the Court has to register the sale deed through the process of court. Therefore, in view of the above, the impugned order may be set aside, allowing this civil revision.

10. Learned counsel for the opposite party has submitted that the learned Executing Court has rightly passed the impugned order and there is no infirmity and illegality in the impugned order and this Civil Revision is, devoid of merits, and fit to be dismissed.

11. I have given anxious consideration to the rival contentions raised on behalf of the both parties. Before going into the merit of the case, it is pertinent to mention the definition of “Decree”, “Decree Holder” and “Judgment Debtor”.

(2) "**decree**" means the formal expression of an adjudication which, so far as regards the Court expressing it, conclusively determines the rights of the parties with regard to all or any of the matters in controversy in the suit and may be either preliminary or final. It shall be deemed to include the rejection of a plaint and the determination of any question within section 144, but shall not include-

(a) any adjudication from which an appeal lies as an appeal from an order, or

(b) any order of dismissal for default.

Explanation. A decree is preliminary when further proceedings have to be taken before the suit can be completely disposed of. It is final when such adjudication completely disposes of the suit. It may be partly preliminary and partly final;

(3) "**decree-holder**" means any person in whose favour a decree has been passed **or an order capable of execution has been made;**

(10) "**judgment-debtor**" means any person against whom a decree has been passed **or an order capable of execution has been made;**

12. From the above definition, it is crystal clear that decree holder means any person in whose favour a decree has been passed or an order capable of execution has been made. Thus, decree

holder may be either plaintiff or defendant, in whose favour judgment has been passed, which is capable of being executed. In this case, the suit of the plaintiff has been dismissed and judgment / order has been passed in favour of defendant, thus, defendant, in true sense, is “*decree holder*” within the meaning of Section 2(3) of Code of Civil Procedure. Decree is only formal expression of an adjudication.

13. The executing court has failed to appreciate the true sense of the meaning of decree holder. Decree holder is a person in whose favour judgment has been passed or any order capable of execution has been made. In the present case, although the suit of the plaintiff has been dismissed, but there is executable order in favour of the defendant, which has been affirmed by the learned appellate court. Therefore, defendant is “*decree holder*” within the meaning of Section 2 (3) of the Code of Civil Procedure and there is no requirement of any formal decree.

14. From the above discussion and reasons, I find merit in this Civil Revision. Accordingly, the impugned order dated 06.08.2024 passed by learned Civil Judge (Senior Division)-IX, Ranchi in Execution Case No. 32 of 2019 is set aside.

15. The present Civil Revision is allowed.

- 16.** Pending I.A, if any stands disposed of.
- 17.** Let a copy of this order be sent to the court concerned for needful.

(Pradeep Kumar Srivastava, J.)

November 27, 2025

Sunil/

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