

**HIGH COURT OF JAMMU & KASHMIR AND LADAKH
AT SRINAGAR**

CM(M) 144/2026
CM(2526/2026)

Reserved on: 4th May, 2026.
Pronounced on: 7th May, 2026
Uploaded on: 7th May, 2026
Whether operative part or full
judgment has been pronounced: Full

ISHFAQ AHMAD MIR
S/O AB.GANI MIR
R/O KATHIPORA YARIPORA
DISTRICT KULGAM.

.....Petitioner(s)

Through:
Mr. Sajad Ashraf, Adv.

Versus

1. NAZIR AHMAD WAGAY
S/O MOHD SHABAN WAGAY
R/O HILLER SHAHABAD
TEHSIL DOORU, DISTRICT ANANTNAG.

2. SUPERINTENDENT DISTRICT JAIL, MATTAN, ANANTNAG.

.....Respondent(s)

Through:

CORAM:
HON'BLE MR. JUSTICE WASIM SADIQ NARGAL, JUDGE

JUDGMENT

PRAYER:

1. The petitioner, through the medium of the instant petition preferred under Article 227 of the Constitution of India, seeks quashment and setting aside of the impugned order dated 23.04.2026 passed by the Court of learned Judicial Magistrate 1st Class, Dooru, Anantnag, in an execution petition bearing File No. 292/2025 and CNR No. JKAN110002922025 with a further direction to the learned trial court to proceed strictly in accordance with the compromise decree dated 27.10.2026 and in

terms of order dated 21.04.2026 passed by this Court, and not to resort to coercive measures except in accordance with law.

BRIEF FACTS:

2. The petitioner, through the present petition, has called in question order dated 23.04.2026, whereby the petitioner has been directed to be taken into custody and thereafter ordered to be confined in District Jail, Mutton, till 23rd May, 2026. It has been submitted by the learned counsel appearing on behalf of the petitioner that the said order has been passed in a mechanical manner, without proper application of mind and in complete disregard of the binding directions issued by this Court. The learned counsel further submits that the impugned order has resulted in the illegal detention of the petitioner and is ex facie arbitrary and without jurisdiction, thereby warranting interference by this Court.
3. The brief facts arising out of the instant matter is that, pursuant to the filing of a complaint on 23.11.2022, the parties entered into an amicable settlement and executed a compromise on 27.10.2025, whereby the liability of the petitioner was structured in a manner to be discharged through monthly installments. As per the compromise, it was agreed by the petitioner that payments were to be made periodically and not in a lump sum, unless there was a clearly established default.
4. With a view to appreciate the controversy in question, it would be appropriate to reproduce the terms and conditions of the

compromise which has been entered into between the petitioner and private respondent No. 1.

1. *That the total outstanding amount in dispute is Rs.3,42,000/- (Rupees Three Lakh Forty-Two Thousand only).*
 2. *That the non-applicant/accused, Mr. Ishfaq Ahmad Mir, has agreed to pay the said amount in monthly instalments of Rs.10,000/- (Rupees Ten Thousand only) to the complainant, Mr. Nazir Ahmad Wagay.*
 3. *That the said monthly instalments shall be paid regularly on or before the 10th day of each calendar month, commencing from the month of October 2025.*
 4. *That in the event of default in payment of any single instalment, the entire remaining balance amount (out of Rs.3,42,000/-) shall become immediately due and payable in lump sum, and the complainant shall be at liberty to enforce recovery of the full balance amount through legal process.*
 5. *That upon successful payment of the entire settled amount as per the above terms, the complainant shall have no further claim or grievance against the accused in respect of the present cheque complaint.*
 6. *Both parties undertake to abide by the terms of this compromise and pray that the Hon'ble Court may kindly record the same and dispose of the case in terms thereof.*
5. It is the specific case of the petitioner that, pursuant to the said compromise, the petitioner has made an initial payment of Rs. 6,000/- on 7th October 2025 and Rs.10,000/- on 5th February 2026, and thereafter continued to honor his obligations. It is further submitted that the petitioner issued a cheque amounting to Rs. 20,000 and also deposited cash amount of Rs. 10,000/- aggregating to Rs.30,000/ before the learned Trial Court on 16.02.2026. Additionally, a sum of Rs. 10,000 was paid to the respondent on 7th March 2026. These payments, according to

the petitioner, clearly demonstrate his bona fide intention to comply with the terms of the compromise deed.

6. In order to fortify his claim, the petitioner has placed on record the relevant payment receipts, which form part of the court record and are not in dispute. It is also submitted that a further amount of Rs. 10,000 was paid through the petitioner's counsel. Learned counsel for the petitioner further contends that, despite the aforesaid compliance, the respondents have filed an execution petition on 18.11.2025 seeking enforcement of the compromise decree in a coercive manner.

ARGUMENTS ON BEHALF OF PETITIONER:

7. Mr. Sajjad Ashraf, learned counsel for the petitioner, further submits that the learned trial court failed to examine whether there was any willful or substantial default on the part of the petitioner and proceeded mechanically with the execution proceedings. It is contended that the petitioner has never refused to comply with the terms of the compromise and has always remained ready and willing to pay the remaining amount in accordance with the agreed terms.
8. The further case of the petitioner is that the execution petition was premature and has been misused as a tool to harass the petitioner rather than to enforce the compromise in its true spirit. The learned trial court, in these circumstances, issued a warrant of arrest against the petitioner, which is stated to be wholly unwarranted in the facts and circumstances of the case.

9. The instant petition is by way of second round of litigation, which has been preferred under Article 227 of the Constitution of India by the petitioner. The record reveals that the petitioner, being aggrieved of the issuance of the warrant of arrest, had approached this Court in the earlier round of litigation by filing CM(M) No. 127 of 2026, seeking deferment of the warrant of arrest and a direction to proceed in terms of the compromise. The said petition came up for consideration before this Court on 21.04.2026, and this Court, vide order dated 21.04.2026, was pleased to dispose of the same. For facility of reference Para 6 of the aforementioned order is reproduced as under:

“ In view of the pleadings and submissions urged at the Bar, this Court is of the opinion that the matter does not require any detailed adjudication and this petition can be disposed of at this stage with directions to the Execution Court to enforce the order in terms of the Lok Adalat Award. Ordered accordingly. Needless to state that the Executing Court is under an obligation to list the matter in terms of the conditions of the Lok Adalat Award, so as to ensure that the petitioner pays the monthly installment by 10th day of every month and the Executing Court shall ensure that no inconvenience is caused to any of the party as per terms of the award. The impugned non-bailable warrant issued against the petitioner is hereby quashed, with direction to the petitioner to appear before the Executing Court on the next date fixed”.

10. The further case of the petitioner is that the aforesaid order came to be issued by this Court in the above titled writ petition on 21.04.2026, however, the same could not be served as the petitioner had already been arrested on 18.04.2026 despite the directions of this Court, the learned trial court has proceeded in complete disregard thereof and has passed the impugned order dated 23.04.2026, whereby the custody of the petitioner has

been extended till 23.05.2026 and confined in District Jail, Mattan.

11. Learned counsel for the petitioner submits that the aforesaid action is illegal and without jurisdiction, on the ground that once the warrant of arrest stood quashed, the learned trial court could not have resorted to coercive measures such as civil imprisonment, particularly in absence of any finding of willful default.
12. In this backdrop, learned counsel for the petitioner submits that the impugned order dated 23.04.2026 is ex facie illegal, arbitrary, and without jurisdiction, as the learned trial court has exercised powers not vested in it in the facts and circumstances of the case.
13. Lastly, learned counsel for the petitioner submits that the learned trial court, instead of adhering to the aforesaid order dated 21.04.2026 passed by this Court in earlier round of litigation has proceeded to commit the petitioner to civil custody, thereby effectively nullifying the relief granted by this Court. It is further contended that the impugned order suffers from non-application of mind and is contrary to the settled principles governing execution proceedings, particularly those relating to arrest and detention of a judgment debtor. Additionally, it has been urged that the learned trial court has failed to appreciate the true scope and effect of the compromise decree dated 27.10.2025, which clearly envisages payment of the agreed amount in monthly installments and contemplated lump sum payment only in the event of default.

LEGAL ANALYSIS:

14. Heard learned counsel for the petitioner at length and perused the record.
15. From a bare perusal of the order passed by a Coordinate Bench of this Court in writ petition preferred by the petitioner in the earlier round of litigation in CM(M) No. 127 of 2026, it is apparently clear that this Court has disposed of the said petition with a direction to the executing court to enforce the order in terms of the Lok Adalat award. While parting with the aforesaid order, this Court observed that the executing court is under an obligation to list the matter in accordance with the conditions of the Lok Adalat award so as to ensure that the petitioner deposits the monthly installments on 10th day of every month, and the executing court shall ensure that no inconvenience is caused to any of the party as per the terms of the award.
16. In the aforesaid backdrop, the non-bailable warrants issued against the petitioner were quashed with a direction to the petitioner to appear before the executing court on the date fixed. The record reveals that the petitioner has not only violated the terms and conditions of the compromise prior to filing of the said writ petition, but has again failed to acknowledge the terms and conditions of the compromise decree which resulted in passing of the impugned order.
17. I have carefully perused the terms and conditions of the compromise deed, and a perusal whereof leads to an irresistible conclusion that, as per the terms of the compromise, the

judgment-debtor/petitioner herein was under an obligation to pay the aggregate outstanding amount of Rs. 3,42,000/- in regular installments of Rs. 10,000/- per month. The first installment of Rs. 10,000/- without any default, was required to commence from the 1st day of October, 2025, and each subsequent installment was to be paid on or before the 10th day of every succeeding month. It is not so, even as per the terms and conditions of the compromise deed it was apparently clear that in case of default in the payment of any single installment, the judgment-debtor would be liable to pay the entire outstanding amount (out of Rs. 3,42,000/-) in one lump sum.

18. From a bare perusal of the admitted position in the instant case, it emerges that the petitioner has himself acknowledged making an initial payment of Rs.6,000/- on 7th October, 2025, followed by Rs.10,000/- on 5th February, 2026. Thereafter, a cheque amounting to Rs.20,000/- was issued, along with a cash deposit of Rs.10,000/- aggregating to Rs.30,000/- before the learned trial Court on 16.02.2026. Subsequently, on 7th March, 2026, a further sum of Rs.10,000/- was paid to the respondent, in addition to Rs.10,000/- paid to the counsel.

FINDINGS:

19. Thus, in view of the unequivocal admission made by the petitioner in the petition, this Court finds no hesitation in holding that the petitioner, being the judgment debtor, has caused the intentional default in payment of the compromised amount by adopting his own means which constrained the

respondents to seek the execution of the said compromise deed. Since the petitioner has failed to acknowledge the terms and conditions of the compromise deed and has failed to follow the roster of making the payment, the executing court has rightly proceeded in accordance with the terms of the order/judgment passed by this Court in CM(M) No. 127 of 2026 and, vide order dated 23.05.2026, directed the confinement of the petitioner in District Jail, Mattan, in accordance with law, till 23.05. 2026 for willful default on part of the petitioner.

20. Accordingly, this Court is of the view that the executing court has acted strictly in conformity with the directions issued by this Court in CM(M) No. 127 of 2026 dated 21.04.2026, whereby a direction was issued to the executing Court to enforce the order in terms of the Lok Adalat award, wherein it was made clear that the monthly installments be paid by the petitioner by 10th day of every month so as to avoid any inconvenience to either of the party, in accordance with the terms of the award.

21. In the aforesaid backdrop, this Court is of the considered view that no fault can be attributed to the order dated 23.04.2026 passed by the Executing Court, which is found to be perfectly legal, justified, and in consonance with the terms and conditions of compromise deed coupled with the directions issued by this Court in the earlier round of litigation.

22. This Court is constrained to observe that the conduct of the petitioner demonstrates a deliberate attempt to evade compliance with the terms of settlement and can be clearly discerned from

the fact that even at an earlier stage, the executing Court had been constrained to issue non-bailable warrants against the petitioner on account of wilful and persistent default in adhering to the compromise arrived at between the parties and embodied in the Lok Adalat award. Although the said non-bailable warrants came to be quashed by this Court in the earlier round of litigation, the same was done only with a specific direction to the executing Court to proceed with and enforce the Lok Adalat award in accordance with law, thereby reaffirming the binding and executable nature of the settlement and leaving no manner of doubt with regard to the petitioner's obligation to honour the terms voluntarily undertaken by him.

23. Admittedly, the petitioner has failed to discharge his obligations in terms of the settlement voluntarily entered into between the parties and recorded in the Lok Adalat award, and having consciously agreed to the terms and conditions thereof, he cannot now be permitted to resile from the same to the prejudice and disadvantage of the decree-holder. The present petition, therefore, is nothing but a calculated attempt to avoid payment, frustrate the execution proceedings, and obstruct the enforcement of a lawful award, particularly when, the executing Court has proceeded strictly in conformity with the directions previously issued by this Court in the earlier round of litigation. In such circumstances, the action of the executing Court cannot be said to suffer from any illegality, perversity, or jurisdictional error warranting interference by this Court.

24. Needless to say, that this Court in CM(M) No. 118/2026 tilted **Riyaz Ahmad Wani versus Abdul Hamid Dar** decided on 28.04.2026 held that once a settlement is voluntarily reached and a Lok Adalat award is passed in its terms, it attains finality and becomes binding on the parties under Section 21 of the Legal Services Authorities Act, 1987. For facility of reference, the relevant part of the judgment supra is reproduced as under:

“20. In such circumstances, the contention of the petitioner seeking to assail the Lok Adalat Award is wholly misconceived. Once a settlement has been voluntarily arrived at and an award has been passed in terms thereof, the same attains finality and becomes binding upon the parties, being executable as a decree of a civil court in terms of Section 21 of the Legal Services Authorities Act, 1987.

21. The grounds on which such an award can be interfered with in exercise of jurisdiction under Articles 226/227 of the Constitution of India are extremely limited, namely absence of free consent, fraud, or jurisdictional error. In the present case, no material has been brought on record to demonstrate that the petitioner’s consent was vitiated by coercion, fraud, or misrepresentation, or that the Lok Adalat acted without jurisdiction.

22. Mere subsequent failure on the part of the petitioner to adhere to the terms of settlement cannot be a ground to invalidate an otherwise lawful and binding Lok Adalat Award. Permitting such challenges would defeat the very object of the Legal Services Authorities Act, 1987, which is to ensure expeditious resolution of disputes through consensual settlement”.

CONCLUSION:

25. Thus in the light of what has been discussed herein above and also in the light of the record produced in the instant petition,

this court do not find any legal infirmity or illegality in the order passed by the executing court dated 23.04.2026 in furtherance of the order passed by the Lok Adalat by way of a compromise deed, which in the opinion of this court is strictly in tune with the directions passed by this Court in CM (M) No. 127/2026 decided on 21.04.2026.

26. The writ petition, being devoid of merit, misconceived, and an abuse of the process of the Court, is liable to be **dismissed** and is accordingly dismissed in *limine*.

Srinagar
04.05.2026
Sakeena

