

**HIGH COURT OF JUDICATURE FOR RAJASTHAN AT
JODHPUR**

S.B. Civil Writ Petition No. 4664/2026

Banshidhar S/o Late Shri Narayan Das, Aged About 64 Years,
Resident Of Lakshmipura, Barmer, Rajasthan.

-----Petitioner

Versus

Arya Samaj, Barmer, Through Its President Mahendra Khatri, S/o
Lekhraj, Resident Of Azad Chowk, Barmer, Tehsil And District
Barmer, Rajasthan.

-----Respondent

For Petitioner(s)	:	Mr. Vipul Sharda with Mr. Siddharth Karwasra
For Respondent(s)	:	Mr. Rishabh Tayal

HON'BLE MR. JUSTICE MUKESH RAJPUROHIT

Order

13/03/2026

1. The present writ petition, preferred under Article 227 of the Constitution of India, has been filed by the petitioner-judgment debtor assailing the order dated 05.02.2026 passed by the learned Rent Tribunal (Senior Civil Judge), Barmer in Execution Case No.04/2023 (*Arya Samaj vs. Banshidhar*), to the extent whereby, application submitted by the petitioner under Section 47 read with Section 151 of the Code of Civil Procedure, has been rejected.
2. Heard learned counsel for the parties.
3. Learned counsel for the petitioner submits that the decree dated 13.04.2011 passed by the Rent Tribunal was limited to eviction and revision of rent and did not contain any executable direction for recovery of arrears of rent. It is contended that the Executing Court has exceeded its jurisdiction by permitting

recovery of alleged arrears which were neither quantified nor expressly decreed. It is further urged that since possession of the premises was already handed over in November, 2023, the execution proceedings ought not to have been continued thereafter.

4. In support of the aforesaid submissions, reliance has been placed by learned counsel for the petitioner upon the judgment of the Allahabad High Court in ***Hiralal Patni vs. Sri Kali Nath*** reported in ***AIR 1955 All 569***.

5. *Per contra*, learned counsel for the respondent-decree holder while supporting impugned order, submits that certificate/decreed dated 13.04.2011 clearly determines the liability of the petitioner by revising the rent and specifying the date from which such revised rent becomes payable. It is contended that consequential monetary liability is, therefore, recoverable in execution proceedings. It is further submitted that said judgment and certificate became final, as the petitioner availed and exhausted all remedies available to challenge it under the law.

6. Learned counsel further submits that pursuant to the judgment and certificate dated 13.04.2011, the respondent initiated execution proceedings under Section 20 of the Rajasthan Rent Control Act, 2001 (for short 'Act of 2001' hereinafter) on 25.04.2023, furnishing complete details of the outstanding dues. However, the petitioner neither filed any reply nor raised objections at the appropriate stage and instead, belatedly invoked Section 47 read with Section 151 of C.P.C. by filing an application

on 29.01.2026, which has rightly been rejected by the Executing Court.

7. Drawing the attention of this Court to Section 20(3) of the Act of 2001, learned counsel for the respondent submits that in the event, the tenant fails to vacate the premises within the stipulated period from the issuance of the certificate for recovery of possession, the statute itself imposes a further liability upon such tenant to pay *mesne* profits at the rate of three times the rent as the premises let out for commercial purposes. It is, therefore, contended that since the petitioner continued in possession beyond the stipulated period, the respondent is legally entitled to recover the enhanced amount.

8. Learned counsel for the respondent further contends that once the rate of rent and the relevant period of liability stand determined by the Rent Tribunal, the certificate/decreed cannot be regarded as merely declaratory. It remains executable notwithstanding that the exact amount requires arithmetical computation during execution. In support of this contention, reliance has been placed on the following judgments:

- i. **Martin & Harris Private Limited and Ors. vs. Rajendra Mehta and Ors.** reported in **AIR 2022 SC 3287**;
- ii. **Kapil Chandla vs. Appellate Rent Tribunal, Kota & others** reported in **2016(1) RLW 712 (Raj)**;
- iii. **Mustaq Malawat vs. Jitendra Gidwani** reported in **2020 Raj CANDID 562**;
- iv. **Mustaq Malawat vs. Jitendra Gidwani** reported in **2020 Raj CANDID 651**;

- v. **Mojika Real Estate and Developer Private Limited vs. Jaipur Builders LLP** reported in **2023(1) RLW 692 (Raj)**; and
- vi. **Mahaveer Prasad vs. The Rent Tribunal, Bhilwara and ors.** reported in **2024(1) RCR (Rent) 375**.

9. I have considered the submissions advanced by learned counsel for the parties, perused the material available on record and gone through the judgments cited by the parties.

10. A perusal of the judgment and certificate dated 13.04.2011 reveals that the Rent Tribunal, while allowing the application, not only directed eviction of the petitioner from the suit premises but also revised the rent with effect from 01.04.2003 and 01.04.2011 respectively, with a further stipulation of annual enhancement at the rate of 5%. It was also specifically provided that such revised rent shall be payable from the date of filing of the application i.e. 11.11.2005.

11. Once the Rent Tribunal has determined the rate of rent and specified the date from which such revised rent is payable, the liability of the tenant stands crystallized. The mere absence of exact arithmetical quantification in the decree does not render it inexecutable, as such quantification can be worked out during execution proceedings.

12. The contention of the petitioner that the certificate/decreed is purely declaratory and does not permit recovery of arrears, cannot be accepted. Determination of rent coupled with a direction regarding its payment from a specified date, creates an enforceable obligation. The Executing Court has, therefore, not

travelled beyond the decree but has acted in furtherance of its proper execution.

13. The scope of interference under Article 227 of the Constitution of India is limited as this Court does not act as a court of appeal over orders passed by subordinate courts. Interference is warranted only in cases involving patent lack of jurisdiction, manifest perversity or gross miscarriage of justice.

14. In the present case, the Executing Court has duly considered the objections raised by the petitioner under Section 47 of C.P.C. and upon proper appreciation of the decree and the material on record, has concluded that the certificate/decreed is executable even with respect to the rent component. The said finding does not suffer from perversity or jurisdictional error warranting interference.

15. The argument regarding delivery of possession is of no avail, as the same does not absolve the petitioner of the monetary liability arising from the certificate/decreed.

16. This Court also notes that the judgment and certificate dated 13.04.2011 has attained finality, and the petitioner cannot be permitted to indirectly reopen the same in execution proceedings by raising untenable objections.

17. The reliance placed on *Hiralal Patni* (supra) is not applicable in the facts of the present case. In the present case, the certificate/decreed clearly determines the revised rent and specifies the date from which it is payable, thereby creating a binding and enforceable obligation capable of execution.

18. In view of the aforesaid discussion, this Court finds no illegality or infirmity in the impugned order dated 05.02.2026 passed by the learned Executing Court.

19. The writ petition, thus, fails and is hereby dismissed.

20. The stay application and all pending applications, if any, also stand disposed of.

(MUKESH RAJPUROHIT),J