

IN THE HIGH COURT OF JAMMU & KASHMIR AND LADAKH
AT SRINAGAR

CM(7729/2025)
IN CM(M) 520/2025 CM(7730/2025)
Caveat 2734/2025

TARIQ AHMAD BHAT AND ANR Petitioner (s)

Through: Mr. Imtiyaz Rashid, Advocate.
Vice Mr. Qazi Ayaz, Advocate.

V/s

MUDASIR MAJEED BHAT AND ORS. Respondent(s)

Through: Mr. Mian Tufail, Advocate.

Coram:

Hon'ble Mr. Justice Sanjay Dhar, Judge

ORDER
01.12.2025

CM No. 7729/2025:

For the reasons stated in the application, the same is allowed and the requirement of filing certified copies of warrant dated 11.11.2025 and order dated 13.11.2025 are dispensed with.

CM disposed of.

CM(M) No. 520/2025:

1. The petitioners, through the medium of present petition have challenged warrants of arrest dated 11.11.2025 issued by the

learned Additional District Judge, Srinagar in an execution petition filed by the respondents against the petitioners.

2. It seems that the respondents had filed a suit for recovery against the petitioners/judgment debtors before the learned trial court and during the pendency of the said suit, a compromise was arrived at between the parties in terms whereof the judgment and decree dated 29.07.2025 came to be passed by the learned trial court. In terms of the said judgment and decree, the petitioners/judgment debtors were held liable to pay an amount of Rs. 69.00 lacs to the respondents/decree holders and it was undertaken by the judgment debtor that they will make payment after release of payment by JIO Company in his account maintained with HDFC Bank Branch Unit, Madina Shopping Mall, Kak Sarai, Karan Nagar Srinagar.
3. It seems that when the payment in terms of the compromise was not paid by the petitioners, the respondents applied for execution of the judgment/decree before the learned Executing court in which the impugned warrants of arrest have been issued.

4. Issue notice to the respondents
5. Mr. Mian Tufail, Advocate who is on caveat accepts notice on behalf of the respondents.
6. Heard and considered.
7. As already noted in terms of the compromise, the petitioners had agreed to pay the decretal amount to the respondents in the event they receive the amount from JIO Company.
8. Learned counsel for the respondents/decreed holders has submitted that the JIO company has filed status report before the learned executing court indicating therein that the said Company does not owe anything to the judgment debtors. This fact is not being disputed by learned counsel for the judgment debtors. The learned counsel for decreed holders has further submitted that the judgment debtors have played a fraud with the court by stating that JIO Company owes money to them, which is not a fact.
9. In this view of the fact that the condition on which compromise decree was passed, cannot be satisfied, as such, the judgment/decreed passed by the learned trial court on the

basis of compromise arrived at between the parties is not executable.

10. Accordingly, the execution proceedings are quashed and the judgment and decree passed by the learned trial court is set aside and the suit is restored. It is further directed that the learned trial court shall proceed to decide the suit filed by the decree holders against the judgment debtors on its merits in accordance with law.

11. A copy of this order be sent to the learned executing court.

(Sanjay Dhar)
Judge

SRINAGAR
01.12.2025
Aastf