

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

**CM(M) No. 534/2025**

CM No.7994/2025

CM No. 4209/2026

CM No. 717/2026

Reserved on: 16.09.2026

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Operative part or full judgment - Full

**Mohammad Ayoub Bhat**

S/O Abdul Rehman Bhat,

R/O Tulbagh Pampore

District Pulwama.

...Petitioner(s)

Through: Adv. Fayaz Ahmad Lone.

**Vs.**

**Abdul Rehman Bhat**

S/O Mohammad Abdullah Bhat

R/O Tulbagh Pampore

District Pulwama.

...Respondent(s)

Through: Sr.Adv. Z.A.Qureshi with

Adv. Babar Bilal Malik

& Anurag Verma.

**CORAM: HON'BLE MR. JUSTICE M. A.CHOWDHARY, JUDGE**

**JUDGMENT**

1. Petitioner has invoked the supervisory jurisdiction of this Court under Article 227 of the Constitution of India calling in question the order dated **28.11.2025** passed by the court of learned Civil Judge (Jr. Division), Pampore, in the Execution Petition No.**71/2019** titled **Abdul Rehman Bhat Vs. Mohammad Ayoub Bhat**, whereby Tehsildar, Pampore was directed to ensure eviction of the petitioner, from the residential house in his possession within a period of fifteen days.

2. It may be noticed at the outset that this Court vide order dated **03.12.2025** had directed the parties to maintain status quo with regard to the subject matter of the petition. The said interim direction has continued to operate and, therefore, the petitioner has remained protected from dispossession pursuant to the impugned order.
3. The grievance of the petitioner is that the impugned direction for eviction has been issued without first ensuring compliance with the terms of the compromise/settlement which constituted the basis of the awards passed by the Lok Adalat on **29.03.2014** and **06.12.2014** followed by the subsequent award dated **23.06.2018**; that under the settlement so arrived at between the parties, the petitioner was entitled to land measuring **28.32 marlas** falling under **Survey No. 2799** situated at Tulbagh, Pampore and that delivery of the said land was a necessary concomitant of the settlement before the petitioner could be called upon to vacate the residential house; that pursuant to the settlement the petitioner has received only **5 marlas** of land falling under Survey No. **2799** on the strength of the settlement deed and that said **5 marlas** constitute the land underneath the residential house; that directing the eviction of the petitioner from the residential house without first identifying and delivering the remaining land allegedly falling to his share under the compromise, would amount to enforcing only one part of the settlement while leaving the corresponding obligation of the other side unperformed.
4. Factual background of the instant case is that, in the year **2013** differences arose in the family over the property consisting of residential house and land appurtenant to the said house; that the petitioner instituted Civil Original Suit **No.124 of 2013** before the

court of learned Munsiff, Pampore and the suit was taken up in Lok Adalat on **29.03.2014**; that the respondent approached the petitioner and thereafter to Lok Adalat, wherein he gave his consent to give **28.32 marlas** of proprietary land falling under survey **No.2799** in lieu of share of the petitioner in the residential house situated at Namblabal, Pampore in full and final settlement of the petitioner's share provided the petitioner vacated the residential house; that the petitioner agreed to the said settlement and accordingly award dated **29.03.2014** was passed on the basis of the joint compromise; that since the land could not be immediately demarcated and delivered, the matter was again taken to the National Lok Adalat on **06.12.2014** where another compromise was recorded reiterating the same terms and fixing further time for demarcation and registration of a formal settlement deed; that on **31.12.2014** a family settlement deed was executed and registered on **14.02.2015** and in terms of that settlement land measuring **5 marlas** got transferred and recorded in the name of petitioner and **4 marlas** were recorded in the name of Mst. Shazia-daughter of the respondent, on his instructions; that the remaining land as agreed in the award is yet to be delivered to the petitioner; that the respondent still failed to deliver the agreed proprietary land measuring **28.32 marlas** under survey no. **2799**; that the proprietary portion that exists under survey no.**2799** which was agreed to be delivered in favour of the petitioner in lieu of his share in residential house is in the physical possession of Mushtaq Ahmad Bhat and Mehraj ud Din Bhat (real brothers of respondent), as such, cannot be delivered to the petitioner. Hence the instant petition.

5. Learned counsel for the petitioner while arguing the matter submits that the executing court has no jurisdiction to execute an Award partly without ensuring delivery of land measuring **28.32 marlas** falling under survey No.**2799** situated at Tulbagh, Pampore in favour of the petitioner before ordering eviction from the residential house which is in possession of the petitioner; that the petitioner is not seeking to obstruct or defeat execution of the Awards but his limited grievance is that execution ought to proceed in terms of the compromise/settlement which forms the foundation of the Awards and not in a manner which would render the petitioner's corresponding entitlement under the settlement, illusory; that the impugned order be set aside and the Executing Court be directed to first ensure delivery of the land measuring **28.32 marlas** falling under Survey No. **2799** in accordance with the terms of the settlement before directing the petitioner to vacate the residential house.
6. Learned Senior Counsel appearing for the respondent, *ex adverso*, contends that the Awards have attained finality and are required to be executed as civil decrees, in accordance with their terms; that the petitioner cannot resist delivery of possession merely on the basis of an interpretation sought to be placed by him upon the compromise/settlement. He has made reference to the admission of the petitioner as judgment debtor made before the Executing court on 23.06.2018; that he has received possession of entire land measuring 28.32 marlas of the suit land, to which he was held entitled in view of amicable settlement in Lok Adalats and the resulting Family Settlement made of his father- decree holder

(respondent herein) in favour of petitioner and petitioner's sister, which was executed on 31.12.2014 and registered on 14.02.2015; that the only part of Award/Decree left to be executed is that the petitioner has to hand over vacant possession of the residential house to the respondent. The petition, thus, being misconceived, is liable to be dismissed outrightly.

7. Heard learned counsel for the parties, perused the material placed on record and considered the same.
8. The scope of interference under Article 227 of the Constitution is undoubtedly limited. This Court does not exercise such jurisdiction as an appellate Court. However, where an Executing Court proceeds in a manner which may result in enforcement of an Award without examining the corresponding terms of the compromise on the basis whereof the Award came to be passed or where the execution is likely to cause manifest prejudice to a party by enforcing one component of the settlement while leaving another component unaddressed, interference may be warranted to ensure that the process of execution remains confined to and consistent with the decree/award sought to be executed.
9. In the present case, the Awards dated **29.03.2014**, **06.12.2014** and **23.06.2018** admittedly have their genesis in the settlement/compromise between the parties. The question which arises is not whether the said Awards are executable, but whether the direction for eviction of the petitioner from the residential house could have been issued in isolation, without first examining whether, under the very settlement which forms the basis of the Awards, the petitioner was entitled to delivery of the land claimed by him.

10. The petitioner's specific assertion is that the settlement contemplated allotment/delivery of **28.32 marlas** of land falling under Survey No. **2799**, whereas only **5 marlas** have actually been received by him and that the said **5 marlas** constitute the land underneath the residential house. If this assertion is borne out from the compromise, settlement deed and the Awards, the execution of the settlement cannot ordinarily be permitted to operate to the prejudice of the petitioner by directing his eviction first, without simultaneously securing compliance with the corresponding obligation under the settlement.
11. It is also significant that immediately after the passing of the impugned order, this Court, vide order dated **03.12.2025** directed the parties to maintain status quo. The said order was passed during the pendency of the present petition and has, therefore, preserved the existing position with regard to the subject property. The continuance of the status quo direction also makes it appropriate that the rights and obligations flowing from the compromise/settlement be first examined by the learned Executing Court before any coercive step pursuant to the impugned order is undertaken.
12. Petitioner filed a suit for declaration and permanent injunction, seeking declaring him as owner in possession of half of the share out of land measuring 15 marlas falling under Survey No.3909 and half of share out of 12.25 marals under Survey No.2799, alongwith half share in the house i.e., 1<sup>st</sup> floor of residential house constructed over Survey No.2799, partition by metes and bounds and permanent injunction.

13. Parties settled the matter in Lok Adalat on 29.03.2014, wherein it was resolved that petitioner shall be entitled to two shares out of five shares, which comes to 12 marlas under Survey No.2799 of village Namblabal Pampore and in lieu of his share in the residential house; the petitioner shall retain another 12 marlas out of same Survey No; the respondent shall exclusively retain the remaining 6 marlas of land from Survey No.2799 and the residential house, with common 12 feet road from the share of the petitioner and that settlement deed shall be executed and registered within a period of one month.
14. The Execution Petition under Order 21 Rule 11 CPC moved to enforce the aforestated Lok Adalat Award dated 29.03.2014 again came up before Lok Adalat on 06.12.2014 and the matter was settled in mutual compromise that the respondent had delivered possession of 12 marlas of land to the petitioner, besides petitioner agreed to make payment of Rs.21,500/- including electric charges arrears upto November, 2017 within 30 days.
15. Based on the mutual compromises and the Awards dated 29.03.2014 and 06.12.2014, both the parties executed a Family Settlement Deed on 31.12.2014. The parties to the Deed were respondent as father and petitioner as son and one Shazia-daughter, with the covenants that respondent being father as settler divided the property as follows:

***5 Marlas of land to petitioner (Son); 4 Marlas of land to daughter (Shazia); and that the settler (respondent) shall have no right or interest or claim over the said distributed***

*land and that son and daughter of the settler can seek their entries in the Revenue Records.*

16. Based on earlier Lok Adalat Awards dated 29.03.2014 and 06.12.2014, and the Family Settlement Deed, the Execution Petition was again decided in Lok Adalat on 23.06.2018, on admission by the petitioner as judgment debtor that he had taken over the possession of complete land of 28.32 Marlas of his share in the month of November, 2017, which is also reflected in demarcation report of Tehsildar Pampore vide his No.TP-OQ136 dated 09.05.2018, in terms of court order dated 26.02.2018; that he shall vacate the residential house within a period of 15 months by the end of March 2019.
17. Decree holder (respondent herein) sought execution of the latest Lok Adalat Award dated 23.06.2018 in continuation of earlier Awards dated 29.03.2014 and 06.12.2014, as decree. Vide impugned order the Executing Court allowed the Execution Petition directing Tehsildar, Pampore to ensure that the judgment debtor/petitioner herein vacates the house within 15 days and if required with Police assistance, with the condition that provisions of Order XXI Rule 35 of CPC (warrant of possession) and Order XXI Rule 32 of CPC (arrest and civil detention), shall be resorted to.
18. The contention on the part of the petitioner and submissions made on his behalf that the petitioner had not received the delivery of the possession of the land measuring **28.32 Marlas** falling under Survey No. **2799** situate at Tulbagh, Pampore, as such, he cannot be asked to vacate the residential house which is subject to the condition that

the aforesaid land is to be spared for him and possession is required to be handed over to him before asking him to vacate the residential house to be given to the respondent. The petitioner, after the Lok Adalat Awards dated **29.03.2014** and **06.12.2014** and the Family Settlement Deed settled by the respondent in favour of the petitioner and his sister, the petitioner had admitted on **23.06.2018** before the Lok Adalat that he had been handed over the possession of complete land measuring **28.32 Marlas** of his share in the month of **November, 2017**, which has also been reflected in the demarcation report prepared by the local Tehsildar on **09.05.2018** in terms of the court order dated **26.02.2018**. The petitioner had also undertaken that he would vacate the residential house within a period of **15 months** i.e. **by the end of March, 2019**.

19. It is not the case of the petitioner that he had not been handed over the possession of the land to which he was entitled to as per the Award sought to be executed in the Execution Petition as he had fairly conceded that he had received whole of the land to which he is entitled to as per the Lok Adalat Awards. Despite undertaking that he shall vacate the residential house and hand over its vacant possession to the respondent by the end of March, 2019, he had not vacated the said house and, as such, the Executing Court was compelled to pass the impugned order, whereby Tehsildar, Pampore had been directed to vacate the petitioner from the residential house in his possession within a period of 15 days.
20. Having regard to the factual background of the case, there does not seem to be any illegality or perversity in the impugned order so as to warrant any interference by this Court. The scope of a petition under

Article 227 of the Constitution of India is strictly supervisory and correctional empowering High Courts to keep Subordinate Courts and Tribunals within the bounds of their authority rather than acting as an appellate court. A High Court cannot re-appreciate or reweigh evidence, review findings of fact or substitute a reasonable decision of a lower court with its own view just because another interpretation is possible. Interference is permitted only when a lower court acts without jurisdiction, exceeds its jurisdiction, fails to exercise a vested jurisdiction or violates the principles of natural justice. This supervisory power is to be exercised exceptionally and sparingly to correct patent errors of law, grave injustice, flagrant abuse of law or perverse views that no reasonable court could hold.

21. Viewed thus, the impugned order having been passed by the court below perfectly in consonance with law, does not call for any interference. The petition is thus, found, to be bereft of any merit and substance and is liable to be rejected. As a result, the petition is **dismissed** along-with pending application(s). Interim direction shall also stand vacated.

( **M. A. CHOWDHARY** )  
**JUDGE**

Srinagar  
22.09.2026  
Muzammil. Q

*Whether the order is reportable:*      Yes / No