

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD**

WRIT PETITION NO. 11334 OF 2015

Chanbas s/o Mallikarjun Karanje,
Age: 63 years, Occ: Business,
R/o. Veer Hanumantwadi, Latur ...Petitioner

versus

Sidram Mallikarjunappa Karanje,
Age: 56 years, Occ: Business,
R/o. Veer Hanumantwadi, Latur
Tq. & Dist. Latur & anr ...Respondents

.....
Mr. R.P. Adgaonkar, Advocate for petitioner
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CORAM : N.W. SAMBRE, J.

DATE : 23rd NOVEMBER, 2015

ORAL ORDER :

In Regular Civil Suit No. 484 of 2006, wherein the claim of perpetual injunction was adjudicated in Civil Court, compromise decree below Exhibit-10 came to be passed on 19/07/2006. As terms of compromise decree were not complied with by present petitioner-Judgment debtor, the execution proceedings bearing Regular Darkhast No. 11 of 2013 came to be filed. In the said execution proceedings, the petitioner-judgment debtor raised objection stating therein that he has satisfied the decree to the extent of his liability of the decree-holder. The said submission of the petitioner was rejected by Civil Judge, Senior Division, Latur by an

order dated 12/08/2015. As such, present writ petition.

2. Learned Counsel for the petitioner-judgment debtor, while assailing the above referred order, would urge that in view of provisions of Order 21 Rule 2 of Code of Civil Procedure, even if the repayment of loan by present petitioner of that of liability of respondent-decree holder is brought to the notice, however same was not taken into account. He would then urge that apart from above the fact remains that there is sufficient evidence that could be brought on record so as to demonstrate the payment of said amount to the bank. As such, according to him, compromise decree was duly satisfied.

3. Learned trial Court, while dealing with the objection, in the background of scheme of Order 21 Rule 2 of Code of Civil Procedure, has taken note of the fact that such payment, if any, to the bank towards loan liability was not certified or approved by the Court at the behest of present petitioner-judgment debtor or respondent-decree holder.

4. Apart from above, according to learned executing Court, terms of compromise decree passed below Exhibit-10 are amply clear that the petitioner was duty bound to pay the amount towards

marriage of daughter of decree holder, which admittedly, the petitioner-judgment debtor has not honoured with.

5. Learned trial Court has taken into account all the facets of the matter and has proceeded to deal with the objection of the petitioner by detailed order.

6. In my opinion, n11153o material illegality could be noticed, which warrants interference in the extraordinary jurisdiction of this Court. As such, the writ petition fails, same stands dismissed.

[N.W. SAMBRE, J.]