



IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH

CR-3532-2025

Date of decision : 01.07.2025

Simranjit Singh

... Petitioner

Versus

Manjit Singh

... Respondent

CORAM: HON'BLE MR. JUSTICE VIKAS BAHL

Present: Mr.Avtar Singh Bhatti, Advocate for
Mr. Ritesh Pandey, Advocate
for the petitioner.

VIKAS BAHL, J.(ORAL)

1. This is a Civil Revision Petition filed under Article 227 of the Constitution of India for setting aside the order dated 06.05.2025 vide which the objections filed by the petitioner have been dismissed in execution proceedings.
2. Learned counsel for the petitioner has submitted that a compromise dated 02.12.2024 in writing was effected between the petitioner and the decree holder in which it had been stated that the rent had been paid to the respondent-decree holder. It is submitted that in spite of the objections having been taken regarding the said compromise, the Executing Court had dismissed the objections filed by the petitioner without considering the above said aspect in accordance with law. It is submitted



that the impugned order dated 06.05.2025 be set aside and the objections filed by the petitioner be allowed and the execution petition filed by the respondent-decree holder be dismissed.

3. This Court has heard learned counsel for the petitioner and has perused the paper book.

4. It is not in dispute that the respondent-plaintiff had filed a suit for possession by way of ejectment of the present petitioner from the shop marked by words “EFGHIJ” having three floors shown in green colour in the site plan. The said suit was filed by the respondent-plaintiff on 22.09.2021 and a decree dated 05.02.2024 was passed after due contest. The relief granted in the said suit is reproduced hereinbelow:-

“(RELIEF)”

11. In view of the findings recorded on issues above, suit of the plaintiff is ordered to be decreed with costs to the effect that plaintiff is entitled for possession by way of ejectment of defendant from shop marked by words EFGHIJ having three floors shown in green colour in the site plan Ex.P1 which is part and parcel of property marked as ABCD owned by plaintiff as shown in site plan Ex.P1. Defendant is directed to hand over vacant possession of above above said premises to the plaintiff within a period of two months from the date of passing of this Judgment, failing which the plaintiff will be entitled to take vacant possession of the said premises with the assistance of the Court. Decree sheet be prepared and file be consigned to the record room, Gurdaspur, after indexation.

Pronounced in open Court. (Satwinderjit Kaur), PCS,



Dated:05-02-2024

*Civil Judge (Junior Division),
Gurdaspur, UID No.PB0510.”*

A perusal of the above relief would show that the plaintiff-decree holder-respondent was held entitled to possession by way of ejectment of the defendant from shop in question and two months time was granted regarding the same. It is not in dispute that there is no stay against the execution of the said judgment and decree dated 05.02.2024 and accordingly, the respondent-decree holder had filed an execution of the said judgment and decree.

5. The petitioner, who is the judgment debtor, had filed objections dated 05.05.2025 in which plea with respect to an alleged oral compromise which was stated to have been effected during the pendency of the suit, was raised. Paragraph 3 of the said objection dated 05.05.2025 is reproduced hereinbelow:-

*“3. That, **during the pendency of the suit**, the DH approached the JD and **effected oral compromise** and as per the compromise, the JD paid the entire due amount of rent and the DH after receiving the rent amount, assured the JD that he will withdraw the suit on the next date of hearing, but the DH resiled from the compromise and did not fulfill his assurance.”*

In the said objections, no plea with respect to any alleged written compromise dated 02.12.2024 was raised.

6. The Executing Court vide order dated 06.05.2025 had rejected the above said plea of there being an oral compromise and observed that



there was nothing on record to show that the decree holder had assured the JD that he would withdraw the suit nor there was any stay order against the judgment and decree dated 05.02.2024 and since the Executing Court was bound to execute the decree in the present form and could not go beyond the same, had dismissed the objections filed by the judgment debtor. It would be relevant to note that no argument with respect to there being any written compromise dated 02.12.2024 was raised even during the course of argument and the only plea raised was that there was an oral compromise effected between the parties during the pendency of the suit and the same was noticed in paragraph 4 of the impugned order.

7. It is a matter of settled law that the Executing Court cannot go beyond the decree and admittedly there is no stay of the judgment and decree dated 05.02.2024 and thus, the order passed by the Executing Court is in accordance with law and deserves to be upheld. The argument sought to be raised for the first time before this Court on the basis of the alleged written compromise dated 02.12.2024 for the purpose of setting aside the impugned order and dismissing the execution proceedings is meritless and deserves to be dismissed for more than one reason. As has been detailed hereinbefore and as is apparent from the perusal of the objections (Annexure P-5) as well as the impugned order dated 06.05.2025, no such plea with respect to any such alleged written compromise was raised in the objection petition or argued before the Executing Court. Even in the grounds of appeal (Annexure P-3), (which has been filed against the



judgment and decree dated 05.02.2024 after much delay and in which there is no stay of proceedings) there is no plea with respect to the said written compromise dated 02.12.2024 and in paragraph 6 of the same, only plea raised is with respect to an alleged oral compromise and that too during the pendency of suit. The grounds of appeal were drafted on 03.05.2025 and the objections are dated 05.05.2025 i.e., subsequent to the alleged compromise dated 02.12.2024 and yet no plea regarding the said compromise dated 02.12.2024 has been taken. Moreover, the said alleged compromise dated 02.12.2024 is subsequent to the passing of the judgment dated 05.02.2024 and thus, the plea raised in the objections to the effect that the compromise was effected during the pendency of the suit is contrary to the plea raised before this Court with respect to there being compromise on 02.12.2024 which is after the decision in the suit. The petitioner cannot be permitted to raise contradictory pleas which are even beyond the pleas raised in his objections.

8. Moreover, even a perusal of the alleged compromise dated 02.12.2024 would show that there is reference to some land which had been given whereas the present suit for possession is with respect to a shop. A perusal of the judgment dated 05.02.2024 would show that it was the plea of the respondent-plaintiff-decree holder that he had given the shop in question to the petitioner-defendant and the defendant had illegally started keeping his goods on vacant land adjoining to shop which is in the ownership of the plaintiff and the plaintiff had reserved his right to vacate the same from the



defendant from his illegal possession. Moreover, in the said agreement dated 02.12.2024, it has been stated that the same is with one Gurpreet Singh, who was not a party to the suit culminating into the judgment dated 05.02.2024 and not with the petitioner. Thus, prima-facie, the compromise dated 02.12.2024 is not with respect to the shop regarding which eviction order has been passed. Further in the alleged compromise dated 02.12.2024, there is no condition that Manjit Singh (plaintiff) would not seek execution of the judgment and decree dated 05.02.2024 or not seek possession of the property in question.

9. The Hon'ble Supreme Court in the case of *"Shalini Shyam Shetty and another Vs. Rajendra Shankar Patil"*, reported as *(2010) 8 Supreme Court Cases 329*, had observed that the High Courts cannot, at the drop of a hat, in exercise of its power of superintendence under Article 227 of the Constitution, interfere with the orders of tribunals or courts inferior to it. Nor can it, in exercise of this power, act as a court of appeal over the orders of court or tribunal subordinate to it. It was also observed in the said judgment that a statutory amendment with respect to Section 115 of the Civil Procedure Code does not and cannot cut down the ambit of High Court's power under Article 227, but at the same time, it must be remembered that such statutory amendment does not correspondingly expand the High Court's jurisdiction of superintendence under Article 227. The power of interference under this Article is to be kept to the minimum to ensure that the wheel of justice does not come to a halt and the fountain of



justice remains pure and unpolluted in order to maintain public confidence in the functioning of the tribunals and courts subordinate to the High Court. It was also observed that the power under Article 227 may be unfettered but its exercise is subject to high degree of judicial discipline.

10. Keeping in view the abovesaid facts and circumstances, the impugned order is in accordance with law and deserves to be upheld and is accordingly upheld and the present petition being meritless, deserves to be dismissed and is accordingly dismissed.

(VIKAS BAHL)
JUDGE

July 01, 2025.
Davinder Kumar

Whether speaking / reasoned	Yes/No
Whether reportable	Yes/No