

IN THE HIGH Court OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

FIRST APPEAL NO.208 OF 2026
WITH
INTERIM APPLICATION NO.1800 OF 2026
IN
FIRST APPEAL NO.208 OF 2026

Jagannath Parmeshwar Mills Limited,
A company incorporated under the
Companies Act, 1956 with its registered
office at Krish Villa, R.N. 10, 2nd Floor,
Dr. Viegas Street, Mumbai-400 002 and
also with an address at 73, Cavel Cross Lane No.2,
R.N. 19, 1st Floor, Mumbai – 400 002

...Appellant/
Applicant

Versus

Agility Infrastructure Private Limited,
Formerly Agility Logistics Pvt.Ltd.
Through Its Authorised Signatory
A company incorporated under the
Companies Act, 2013 with its
registered office at 202, B Wing,
MTR, Room-1, Polaris, CTS-604/A,
Off. Marol Maroshi Road,
Near Mangalya Complex, Andheri (E),
Mumbai – 400 059

...Respondent

*Mr. S. S. Kanetkar a/w Mr. Devashish Godbole and Mr. Aman Pawar for the
Appellant/Applicant*

*Mr. Karl Tamboly a/w Mr. Ryan D'Souza, Ms. Ekta Tyagi, Mr. Sourabh
Arora, Ms. Anjali Shah i/b DSK Legal for the Respondent*

CORAM : SHARMILA U. DESHMUKH, J.

DATE : APRIL 18, 2026

ORAL JUDGMENT :

1. By this First Appeal, by the original judgment debtor, the challenge is to the order passed by the executing Court under Section 47 of the Code of Civil Procedure (`CPC') in an objection filed by the judgment debtor seeking dismissal of the execution proceedings.
2. By the impugned order, the executing Court considered that the Deed of Assignment merely transferred the right to execute the Award and did not require registration, which was the core issue which was presented for consideration while seeking dismissal of the execution proceedings.
3. The execution proceedings were filed seeking execution of the Arbitral Award passed by the learned sole Arbitrator on 9th November 2017, which awarded the following reliefs :

“(a) the Respondent do convey to the Claimant the lands admeasuring 32.06 acres described in the Schedule annexed hereto and handover to the Claimant quiet, vacant and peaceful possession of the property describe in Schedule to the Award within 60 days from the date of the Award on the following conditions :

- (i) Claimant has given up demand for performance for balance of the properties;
- (ii) Rate per Acre would be Rs.58.42 Lakhs
- (iii) The Claimant has relinquished the Claim for compensation and damages against the Respondent.
- (iv) The Claimant shall pay the stamp duty, registration charges and taxes, if way, payable in respect thereof.

- b) The Respondent do execute all such documents and do all such acts, deeds, matters and things as may be required to comply with the Award in terms herein.
- c) In addition to the above, the Respondent do pay to the Claimant a sum of Rs.3,45,12,000/- with interest @ 15% per annum from the date of Statement of Claim i.e. 6th August, 2015 till payment and/or realisation.
- d) No order as to costs.”

4. The Claimant in the arbitration proceedings was Agility Logistics Private Limited and vide Deed of Assignment dated 13th August 2021 executed between Agility Logistics Private Limited and Respondent herein, the Assignor assigned all rights, interests, etc. to the present Respondent including *inter alia* the right to obtain relief in respect of the pending legal proceedings set out in Schedule II, which was the pending execution petition. As the documents were not executed for conveyance of the property, the execution proceedings were filed by the original Judgment Creditor. Subsequently, the present Respondent was permitted to be substituted in place of original Judgment Creditor. An application was moved by Appellant herein, seeking dismissal of the execution proceedings on the ground that the Deed of Assignment dated 13th August 2021 was unregistered one and there could not be execution of Award on the basis of unregistered Deed of Assignment.

5. By the impugned order, the Executing Court noted the decision

of the Hon'ble Apex Court in the case of ***Rajeswari & Ors. v. Shanmugam & Anr.***¹, where a specific question which arose for determination was as to whether a Deed of Assignment of a decree for specific performance of an Agreement for Sale of immovable property requires registration under the provisions of the Registration Act, 1908. The executing Court applied the said decision to the facts of the case to hold that, by the Assignment Deed dated 13th August 2021, the judgment creditor had assigned its rights to execute the decree of specific performance, which did not require any registration, and hence dismissed the application, giving rise to the present First Appeal.

6. Mr. Kanetkar, learned counsel appearing for the Appellant, would submit that by the Award of 2017, the learned sole Arbitrator had directed conveyance of the subject land and, therefore, right, title, and interest was created in the property by virtue of the Award. He submits that under Section 17(1)(e) of the Registration Act, 1908, where a document transfers or assigns any decree or order of the Court or any Award which create, declare, assign, limit, or extinguish any right, title, or interest, whether vested or contingent, in the value of One Hundred Rupees or upwards, to or in immovable property, the same requires registration. He has taken this Court in detail through the various clauses of the Deed of Assignment to contend that what was assigned

1 2025 SCC OnLine SC 2499

was, in fact, the right in the immovable property, which was the subject matter of the Award, and hence, the Deed of Assignment required registration.

7. *Per contra*, Mr. Tamboly, learned counsel appearing for the Respondent, would submit that the Award was for specific performance of the Agreement for Sale and, therefore, by the Deed of Assignment, what was assigned was decree for specific performance of an Agreement for Sale of immovable property, and was squarely covered by the decision of the Hon'ble Apex Court. He has taken this Court through the decision in the case of **Rajeswari & Ors.** (supra) and would contend that, in identical facts, the Hon'ble Apex Court has held that the Deed of Assignment of a decree for specific performance does not require registration, which has been followed by the executing Court.

8. The only question which arises for consideration is whether the Award of the learned sole Arbitrator dated 9th November 2017 was a decree for specific performance of the contract or created right, title, and interest in the property, which would require registration under Section 17(1)(e) of the Registration Act.

9. A perusal of the Award would indicate that the arbitration was invoked seeking specific performance of the Agreement for Sale read with the addendums. The learned Arbitrator has framed the specific

issue as to whether the Claimant is entitled to specific performance of the agreement and the addendums and the other issues relevant thereto as regards damages, etc. The consideration in the Arbitral Award was in respect of the claim seeking specific performance of the Agreement for Sale, and by the Award dated 9th November 2017, what has, in fact, been granted is an Award for specific performance of the Agreement for Sale.

10. It is in this context that the provisions of Section 17(1)(e) of the Registration Act will have to be required to be read. The decision in the case of ***Rajeswari & Ors.*** (supra) dealt with an identical issue, as it considered whether a Deed of Assignment of a decree for specific performance of an Agreement for Sale of immovable property requires registration. In the facts of that case, the application was filed under Section 47 of the CPC, and dismissal of the execution petition was sought primarily on the ground that the Assignment Deed was not registered. The Hon'ble Apex Court noted in paragraph 18 that neither an Agreement for Sale nor a decree passed on the basis for specific performance of the contract gives any right or title to the decree holder, and the right and the title passes to him only on the execution of the deed of sale, either by the judgment debtor himself or by the Court itself in case the judgment debtor fails to execute the sale deed. The Hon'ble Apex Court also approved the view taken by the learned

Single Judge of this Court in the case of ***Amol s/o Late Bhalchandra Joshi & Ors. vs. Deorao s/o Santoshrao Bhongade & Ors.***², where the learned Single Judge has held that a decree for specific performance based on an Agreement for Sale merely recognizes a claim for specific performance of the contract, which is capable of being specifically enforced at the instance of decree holder, and does not elevate the status of the decree holder, subsisting prior to passing of such decree, to that of an owner of the property in question.

11. Mr. Kanetkar has been careful in his submissions as he has not canvassed any submission that the Award by itself conveyed right, title and interest in the property and there was no requirement of executing Sale Deed. Irrespective of the actual wordings used by the learned sole Arbitrator while granting the relief, it cannot be debated that the Award was for specific performance of the Agreement for Sale dated 21st May 2007 and the addendums in respect of the subject property. The decision in the case of ***Rajeswari & Ors.*** (supra) squarely applies to the facts of the present case.

12. Resultantly, the First Appeal fails and stands dismissed.

13. In view of the above, Interim Application also stands disposed of.

[SHARMILA U. DESHMUKH, J.]

² 2011 SCC OnLine Bom 11 : (2011) 2 Bom CR 537