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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

\+ EX.S.A. 3/2026 & CM APPL. 31342/2026 (Stay)

MANOJ BABBAR .....Appellant

Through: Mr. Nimish Chib, Adv.

versus

M/S JAINA PROPERTIES AND FINANCE LTD & ORS. .....Respondents

Through: None.

CORAM:
HON'BLE MR. JUSTICE AMIT SHARMA

ORDER

% **11.05.2026**

1. This hearing has been done through hybrid mode.

CM APPL. 31343/2026 (Exemption)

2. Allowed, subject to all just exceptions. The application is disposed of.

EX.S.A. 3/2026 & CM APPL. 31342/2026 (Stay)

3. The present appeal under Section 100 read with Section 151 of the CPC seeks the following prayers: -

> "(a) Set aside the impugned judgment & order dated 24.02.2026 passed by, Ld. ASJ (Special FTC), East District, Delhi, in R.C.A. No. 10/2026 (Old RCA No. 21/2022), thereby dismissing the appeal filed by the appellant herein against the judgment and decree dated 02.02.2022 passed by the Ld. Trial Court.
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> (b) Call for the Ld. Trial Court record.
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> (c) Cost of the appeal may also be awarded in favour of the appellant and against the defendant.

(d) Pass such other further order/orders as this Hon'ble High Court may deem fit and proper in the facts and circumstances of the case.

AND FOR THIS ACT OF KINDNESS THE PETITIONER AS IN DUTY BOUND SHALL FOR EVER PRAY."

4. The present second appeal has been filed assailing impugned order dated 24.02.2026 passed in RCA DJ No.10/2026 in an appeal under Section 96 of the CPC filed by the appellant herein against order dated 02.02.2022 passed by learned Civil Judge-01, West, Tis Hazari Courts, Delhi, in Ex. No.127/20, whereby the objection preferred by the Appellant in the execution proceedings were dismissed.

5. Respondent Nos.1 and 2 had filed a civil suit, CS SCJ No.609435/2016, seeking prayers of possession and damages/mesne profits against Respondent Nos.3 to 7 with regard to immovable property bearing No.RMTT 301A, and RMTT301B, Third Floor, Rajendra's Mahaveera Towers-II, Plot No.32, A-block, Community Centre, Paschim Vihar, New Delhi. Said suit was decreed for prayer of possession in favour of the Respondent Nos.1 and 2 in terms of decree dated 12.07.2019, whereas the prayer of damages/mesne profits was declined.

6. Thereafter, respondent Nos.1 and 2 filed an execution application, Ex. No.127/2020, for execution of the decree for possession dated 12.07.2019 against Respondent Nos.3 to 7. Learned Execution Court issued warrants of possession for the property in question against Respondent Nos.3 to 7 on 28.02.2020. The appellant had appeared before learned Civil Judge in execution proceedings, and filed objections under Order XXI Rule 58 of the CPC which were dismissed by learned Execution Court *vide* order dated 02.02.2022. Challenge against the said order in first appeal under Section 96

of the CPC by the appellant before learned ASJ was dismissed *vide* impugned order dated 24.02.2026. Hence, the present second appeal.

7. The grounds of objections against the decree in question raised by the appellant and as summoned up in the impugned order dated 24.02.2026 read as under: -

> "3. ………..
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> i. The Appellant and his wife were carrying on the business of building and construction and were in possession of 3rd Floor of building known as Rajendra's Mahaveera Tower-II built on Plot No.32-33, Community Centre, ABlock, Paschim Vihar, Delhi-110063.
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> ii. The Appellant did not have any connection with the Respondent No.3 to 7(Judgment Debtors). The Respondent No.l & 2 (Decree Holders) and the Respondent No.3 to 7 (Judgment Debtors) had colluded against the Appellant and his wife and fraudulently obtained decree/Judgment dated 12.07.2019 in suit no. CS SCJ No. 609435/16 against the Respondent No.3 to 7, which was attempted to be enforced against the Appellant.
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> iii. The Appellant and his wife had filed a suit for specific performance and declaration against Respondent No.1 and 2 with regard to property in question. The aforesaid suit, i.e., CS(OS) No. 982/2015 titled as 'Manoj Babbar & Anr. Vs. Jaina Properties Pvt. Ltd. & Anr.' was filed before the Hon'ble High Court of Delhi, but due to change in the pecuniary jurisdiction of Courts was transferred to the District Courts (West District), THC Delhi and is still pending.
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> iv. The Respondent No. 1 & 2 (Decree Holders) has also obtained a decree of possession against Respondent No. 3 to 7 (Judgment Debtors) with regard to property in question vide Judgment and Decree dated 29.09.2014 passed by Ld. Civil Judge (West), THC, Delhi in suit no. 426/08 titled 'Rajender Jaina & Anr. Vs. M/s. APY Hoteliers & Developers & Others' and the Appellant has also filed objections in the said execution bearing No.138/17.

v. The Appellant was inducted into the property in question in 2011 as licensees by the Respondent No.1 and 2 by virtue of an oral license, valid for a period of three years. The license fees was Rs.7,500/- per month, which was paid in cash and no license agreement was executed between the Appellant and the Respondent No.1 and 2 for the reasons best known to the Respondent No.1 and 2. Subsequently, the Respondent No.1 and 2 approached the Appellant in January, 2014 for a written license allotment and the Appellant agreed for the same as the market reputation of the Respondent No.1 and 2 was not good.

vi. After discussions and deliberations on 27.02.2014 certain terms and conditions were agreed between Appellant and the Respondent No.1 & 2 (Decree Holders). The Appellant made a cash payment of Rs.1,00,000/ as token money to the Respondent No.1 & 2 (Decree Holders). In pursuance to the same, two agreements were entered between the Appellant, his wife and the Respondent No.1 & 2 (Decree Holder) through their company M/s. Jaina Properties Pvt. Ltd. on 04.03.2014 and 12.03.2014 and payment of Rs. 4,00,000/ and Rs. 5,00,000/ was made to the Respondent No.1 & 2 (Decree Holders) by way of cheque in respect of the suit property. The agreement dated 04.03.2014 was executed in favour of the Appellant and the agreement dated 12.03.2014 was executed in favour of his wife through Appellant with the Respondent No.1 & 2 (Decree Holders). On the same day, at request of the Respondent No.1 & 2 (Decree Holders), the Appellant made a cash payment of Rs.5,00,000/ to associates of the Respondent No.1 & 2 (Decree Holders), i.e., Mr. R.S.Dabbas and Mr. Dinesh Chauhan, and was acknowledged by the Respondent No.1 & 2 (Decree Holders) over the phone.

vii. Thereafter in the acknowledgments dated 04.03.2015 and 12.03.2015, the balance money was to be verbally Settled and it was orally agreed between the Respondent No.1 & 2 (Decree Holders) and Appellant that the total consideration amount for the property in question would be Rs.35,00,000/ out of which a total payment of Rs.15,00,000/ had already been made by the Appellant to the Respondent No.1 & 2 (Decree Holder).

viii. In the first week of September, 2014, the Appellant was informed by the Respondent No.1 & 2 (Decree Holder) that Appellant and his wife had to pay remaining amount of Rs.20,00,000/ in the first week of October, 2014. Thereafter they had received notices dated 17.09.2014 regarding the cancellation of allotment of the Appellant and his wife and they tried to contact the Respondent No.1 & 2 (Decree Holders), who were not ready to talk to them and hence they sent a notice dated 18.10.2014.

ix. The Appellant was out of Delhi on 29.01.2015, when he was telephonically informed that that the Bailiff was at the suit property to obtain the possession and the Appellant came to know about the present proceedings and subsequently the Appellant has preferred objections in the execution proceedings."

8. Learned counsel for the appellant has submitted that the learned Executing Court had wrongly come to conclusion that the appellant is associated or has been acting in connivance with respondent Nos.3 to 7 (judgment debtors). It is the case of the appellant that he has not been in possession of the subject suit property through the judgment debtors, and he has, in fact, obtained the possession of the property by way of independent transactions with respondent Nos.1 and 2 (decree holders) and not through judgment debtors. It is further his case that he is not related to respondent Nos.3 to 7 in any manner. It is further submitted that the appellant has been in possession of the suit property since 2011, and was never made a party in the original suit, despite the fact that documents on record showed that he was in possession of the suit property, and it has been contended as to how can a decree which is arising out of a suit to which the appellant is not a party throughout the proceedings be executed against the appellant. It is further the case of the appellant that documents such as electricity bills, fire department NOC, provisional MCD license etc., clearly reflected the name of the appellant, and showed that he is in possession of the suit property.

9. It is further submitted that the appellant is not associated with the

judgment debtors and has already instituted a suit for specific performance in respect of suit property and the agreements entered by the appellant with decree holders (respondent Nos.1 and 2), and the same is pending adjudication. The case of the appellant is that he was introduced into property as licensee by respondent Nos.1 and 2 (decree holders) in 2011 in terms of an oral license which was valid for three years. Thereafter, it is alleged that decree holders had entered into agreements dated 04.03.2014 and 12.03.2014 with the appellant and his wife, and to support his case the appellant has placed on record documents such as electricity bills, fire department NOC, provisional MCD license etc.

10. It is further submitted that the decree holders had entered into aforesaid agreements during the pendency of the suit as the same was pending since 2007 and the agreements were entered in 2014. It is further submitted that the decree holders had not denied the execution of the aforesaid agreements with the appellant, and it is submitted that if the property was not with the decree holders then, what was the need to enter into said agreements with the appellant. It is further submitted that the appellant had not acted in connivance with respondent Nos.3 to 7 (judgment debtors) and had not made any attempt to frustrate the decree drawn in favour of respondent Nos.1 and 2, and to abuse the process of the Court, and the findings regarding the same in the impugned order are not correct. It is, therefore, prayed that the impugned order dated 24.02.2026 be set aside.

11. Heard learned counsel for the appellant and perused the records.

12. Learned Appellate Court *vide* impugned order dated 24.02.2026 in the first appeal while dealing with grounds of appeal and objections raised by the appellant had observed as under: -

"11. In terms of the factual averments made by the parties, the question to be answered is whether the Appellant was in possession of the property in question through the judgment debtors or in his independent right pursuant to transactions with the Decree Holders. The contention of the Appellant is that he was introduced into possession of the property in question in the year 2011 as a licensee by the Respondent No.1 and 2. It is relevant to note that the Respondent No.1 and 2 were proceeding with the suit for possession against the Respondent No.3 to 7 in the year 2011. It has not been explained by the Appellant as to why would the Respondent No.1 and 2 go through the entire process of the suit, if the possession was available to them in the year 2011. Further it has also not been explained as to when the Appellant was entering into possession of a commercial space, why it would not execute anything in writing with the person, who was inducting him into possession, when it is the contention of the Appellant himself that the market reputation of the Respondent No.1 and 2 was not good. Further, the monthly license fee was stated to be paid for a period of three years in cash and no receipt/document for corroborating the aforesaid payment are filed on record. If the receipts were not obtained, the reason for such an arrangement against the interest of the Appellant is not explained. Ld. Counsel for the Appellant has placed greater reliance on the agreement dated 04.03.2024 and 12.03.2014 executed between the Appellant and his wife with the Respondent No.1 and 2, in order to submit that the Respondent No.1 and 2 Appellant were dealing with the aforesaid property, despite the suit being pending and therefore, inducting the Appellant in possession was not unusual.

12. The copies of agreement dated 04.03.2014 and 12.03.2014 have been filed by the Appellant. The agreement dated 04.03.2014 is in favour of the Appellant and the agreement dated 12.03.2014 is in favour of Appellant's wife. It is stated in the aforesaid agreement dated 04.03.2014 that the Appellant had paid earnest money of Rs.4,00,000/- for the allotment of property in question and if the balance payment, as agreed verbally, was not made by 12.04.2014, the allotment would be cancelled and earnest money would be forfeited. The agreement dated 12.03.2014 is also on the similar lines. It is also stated in the aforesaid agreements that the parties would also execute separate license agreements, on the terms and conditions as agreed to between the parties. No further separate license agreements,

as envisaged by the agreement dated 04.03.2014 and 12.03.2014 are either stated to be executed or are filed on record.

13. The agreements dated 04.03.2014 and 12.03.2014 are allotment agreements and the performance of the same remained to be completed in future, subject to terms and conditions of the aforesaid agreements. In terms of the aforesaid agreements, neither the possession was handed over nor the previous possession of the Appellant was affirmed in any manner. No reason has been mentioned as to why the factum of Appellant already being a licensee and in possession of the property in question was not mentioned in the aforesaid agreements, if the aforesaid agreements were executed in furtherance of already existing relationship."

13. It is a matter of record that the subject suit was instituted by respondent Nos.1 and 2 on the basis of two separate license deeds dated 06.09.2002, whereby, judgment debtors (defendants) were inducted as licensees in the property in question with effect from 30.05.2005 on the agreed license fee, along with other terms and conditions. The judgment debtors were running a restaurant under name and style of "Jupiter Restaurant" (earlier known as 'Dates Restaurant'). The judgment debtors license was cancelled by the decree holders (respondent Nos.1 and 2) on account of unauthorised construction and accordingly, the subject suit was decreed for prayer of possession on 12.07.2019. It is pertinent to note that the subject suit was decreed by learned Trial Court as an *ex-parte* decree with respect to defendant Nos.1 and 2 in the suit. The case of the appellant is that he is not related to respondent Nos.3 to 7 in any manner and had come into possession of the property through respondent Nos.1 and 2 in the year 2011 on the basis of an oral license agreement for a validity of three years, and subsequently, decree holders had entered into agreements dated 04.03.2014 and 12.03.2014 with the appellant and his wife. To lend support to his case the appellant has placed

on record documents such as electricity bills, fire department NOC, provisional MCD license etc.

14. At this stage, it is pertinent to note that in the application/objections under Order XXI Rule 58 read with Section 151 of the CPC filed on behalf of the appellant in the subject execution proceedings, it was mentioned that the said objections/application have been preferred on behalf of the judgment debtor No.1-M/s APY Hoteliers & Developers. The title of the said application/objections reads as under: -

> "OBJECTIONS/APPLICATION UNDER OXXI RULE 58 READ WITH SECTION 151 C.P.C. ON BEHALF OF THE JUDGEMENT DEBTOR NO. 1 FOR FILING OBJECTIONS TO THE EXECUTION PETITION."

15. Learned counsel for the appellant has contended that the latter has no relation or connection with judgment debtors and he has obtained the possession of the property by way of independent transactions with respondent Nos.1 and 2 (decree holders) and not through judgment debtors. It is pertinent to note that aforesaid judgment debtor No.1-M/s APY Hoteliers & Developers/Defendant No.1 in the suit was proceeded *ex-parte vide* order dated 20.11.2014 before learned Trial Court. Learned Execution Court while dealing with the same in order dated 02.02.2022 had observed as under: -

> "21. Objector has stated in the objection that objector has no connection with the judgement debtor and further that decree holder and the judgement debtor have colluded against the objector and his wife. Let's see if such plea has any substance on the basis of material available on record. DH has submitted that objector has filed the objections on behalf of the JD as apparent from the title of Objections "Objections/Application under OXXI Rule 58 read with Section 151 CPC on behalf of the judgement debtor no. 1 for filing objections to the execution petition". In replication, objector has submitted

mentioning of JD no 1 in title of objections was due to mistake.

22. This court does not find that mentioning of JD no 1 in title of the objections was due to mistake as there are various documents being filed by objector itself which shows that objector was a unit of APY Hoteliers & Developers. Annexure A filed by the objector has two Electricity bills dated 19-08-2011 and 11-04-2012 in the name of M/s APY Hoteliers Pvt Ltd. Objector has also filed one letter given by Dy. Chief Fire Service, Delhi Fire Service dated 03-10-11 addressed to Sh. Manoj Babbar, Date's (Unit of APY Hoteliers Pvt Ltd), regarding renew of NOC. Similarly the provisional licence taken by the objector from the MCD mentions the name of M/s Date's (A Unit of APY Hoteliers Pvt Ltd) along with the name of Sh. Manoj Babbar. Likewise, the Certificate of registration of an eating house issued by Office of the Addl. Commissioner of Police, Licensing, also mentions the name of eating house as M/s Date's (A unit of APY Hoteliers Pvt Ltd) along with the name of the objector. All these documents filed by the objector goes against his own case. Hence, this court finds that JD no 1 is in fact of a unit of APY Hoteliers Pvt ltd and the plea of the objector that he has no connection with JD no 1 is without mertis."

16. In view of the aforesaid observation, it was concluded by learned Execution Court that the plea of the appellant that he has no connection with judgment No.1 is without merits.

17. Learned Appellate Court while dealing with appeal against the aforesaid order dated 02.02.2022 passed by learned Execution Court has observed that the agreements dated 04.03.2014 and 12.03.2014 anticipate further execution of license agreements, which were neither executed nor filed on record. It was also observed that said agreements neither granted or transferred possession to the appellant nor his previous possession was acknowledged in any manner.

18. While dealing with the aforesaid documents relied on by learned counsel for the appellant, learned Appellate Court has observed as under: -

"14. Ld. Executing Court has held that the Appellant was in possession of the property in question through the Judgment Debtors and was associated with them. Though the relationship between the Appellant and the Respondent No. 3 to 7 is denied by the Appellant, however the documents filed by the Appellant himself suggests to the contrary. The Appellant has filed the following documents:

i. Electricity Bill dated 19.08.2011 & 30.04.2012;
ii. Fire Clearance NOC dated 03.10.2011;
iii. Trade License dated 08.11.2011 issued by the MCD;
iv. Renewal of Certificate of registration of an eating House dated 21.02.2013;

The above-mentioned documents are being discussed one by one in the paras hereinafter.

15. The electricity bill dated 19.08.2011 and 30.04.2012 mention the name of consumer as 'M/s. Apy Hotelier Pvt. Ltd.", i.e., the Respondent No.5 and name of the Appellant is mentioned as the person concerned on behalf of the aforesaid registered subscriber. Even if there was a pre-existing electricity connection in name of the previous occupants, it is not explained, why would the Appellant being a business man continue the same and would not either obtain a fresh electricity connection or get the same transferred in his name. From 2011 till filing of the objections, no steps were taken to obtain electricity connection in the Appellant's own name and the electricity connection in the name of Respondent No.5 is stated to be used by the Appellant.

16. It is not disputed by the Appellant that the 'Dates Restaurant' was being run by the Respondent No.3 to 7 in the property/space in question. The renewal of NoC from Delhi Fire Service dated 03.10.2011 was granted to the Appellant in the name of "Dates', which was restaurant being run by the previous occupants, i.e., the Respondent No.3 to 7, and further in the aforesaid NOC, the same is also being mentioned as the Unit of APY Hoteliers Pvt. Ltd, ie., the Respondent No.5. The aforesaid fire clearance has been granted on the representation of the Appellant, for running and operating 'Dates' restaurant, which was a unit of APY Hoteliers Pvt. Ltd, i.e. of the Respondent No.3 to 7.

17. The Appellant has relied upon its trade license dated 08.11.2011. The aforesaid Trade License dated 08.11.2011 was issued by the MCD in the name of "Dates (A Unit of APY Hoteliers Pvt. Ltd.)' and the name of the Appellant is mentioned as the person concerned with the aforesaid trade entity.

18. Last but not the least, the registration certificate for operating an eating house dated 21.02.2013 granted to the Appellant was also for operating and running a restaurant "Dates (A Unit of APY Hoteliers Pvt. Ltd.)'. In terms of the aforesaid document, the Appellant has himself represented to authorities that he was the person concerned to act on behalf of the APY Hoteliers Pvt. Ltd. for operating/ running a restaurant 'Dates'. Even assuming that the Appellant was inducted by the Respondent No.1 and 2 without executing any document, nothing in law permitted the Appellant to represent to the world at large or to public authorities that he was the person concerned on behalf of the APY Hoteliers Pvt. Ltd. and is thus entitled to run and operate their restaurant 'Dates'.

19. The above-mentioned documents are filed and relied upon by the Appellant himself and the contents of the same amount to an admission of fact against the Appellant of his being associated with the Respondent No. 3 to 7. The Appellant cannot contend that he is at liberty to represent himself to be an agent of the APY Hoteliers Pvt. Ltd., entitled to obtain trade license, electricity connection, Fire NOC on behalf of the company for running business under the trade name of the Respondent No. 3 to 7 and yet, he is not related to them. If the Appellant was impersonating to such an extent without being associated with Respondent No.3 to 7, he is guilty of a greater felony in law.

20. Ld. Counsel has stated that the Ld. Executing Court has held the Appellant to be a licensee and therefore, he cannot be evicted except by a separate suit for possession. This Court is unable to accept the aforesaid argument. Though the Ld. Executing Court has also held, while dealing with the alternative argument of the Appellant, that the license was terminated and the licensee was bound to return the possession, however Ld. Executing Court has principally rejected the objections by concluding that the Appellant was claiming previous possession through the judgment debtors.

21. This Court has already discussed that the agreements dated 04.03.2014 and 12.03.2014 anticipate further execution of license agreements, which were neither executed nor filed on record. The aforesaid agreements neither granted or transferred possession to the Appellant nor his previous possession was acknowledged in any manner. The Appellant has already filed a suit for specific performance of the aforesaid agreements and is at liberty to agitate his rights with regard to the aforesaid agreements in the aforesaid suit. Once the possession of the Appellant in the property in question does not flow from the aforesaid agreements or is also not acknowledged by the same, the aforesaid agreements cannot create a bar for obtaining possession in pursuance of the decree in question against the Appellant, who was holding and representing to the world at large that he was in possession through and on behalf of the judgment debtors.

22. Therefore, this Court is in agreement with the observations of the Ld. Executing Court. The objections filed by the Appellant are not sustainable either under Order XXI Rule 58 or under Rule 97 of the Code of Civil Procedure, 1908 and are liable to be dismissed."

(emphasis supplied)

19. The aforesaid documents, relied upon by the appellant, showing clear connection with judgment debtors are of years 2011-2013. It is pertinent to note that it is the case of the appellant that he was put in possession of the suit property by decree holders in 2011 by way of an oral agreement. The agreements in writing relied on by the appellant are dated 04.03.2014, and 12.03.2014. This shows that these agreements pertain to the period while the subject suit filed on behalf of the decree holders was pending adjudication. In this regard, it is apposite to refer to the relevant averments made on behalf of the decree holders in their "Reply on merits" filed to the objections/application under Order XXI Rule 58 read with Section 151 of the CPC filed on behalf of the appellant, which read as under: -

"8(a). Para 8(a) is wrong and denied. It is denied that Decree Holder had approached the objector sometime in August, 2011 for the licencing of the suit property. The averments are false as the documents filed in support thereof by the objector itself suggests that A.P.Y. Hoteliers Pvt. Ltd. was in possession. The Decree Holder was not aware of any arrangement between the objectors or the said A.P.Y. HoteliersPvt. Ltd., and had instead filed the suit for possession against the said A.P.Y. Hoteliers Pvt. Ltd. and its two directors, wherein in their written statement it was never disclosed that the objector has anything to do with the suit property. And thus when a decree stands already passed against the principal occupiers then all persons claiming through it, are also bound by the possession decree, irrespective of the fact that they happen to be parties therein or not.

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8(e). Para 8(e) as stated is absolutely wrong and denied. It is wrong and denied that things were moving swiftly up to the end of the year 2013. **It is submitted that the objector approached the Decree Holder in March, 2014 without disclosing about his connections with A.P.Y. Hoteliers Pvt. Ltd. He was fully aware about the status and details of the suits/litigation and about the status of the property in question and he represented that he can get the matter settled provided the Decree Holders (the Plaintiffs at that time) may allot the said suit property to him and his Wife provisionally against some consideration in anticipation of getting possession in the event a decree is passed in the pending suit.** It is with that understanding that the provisional acknowledgement was made and payment received vide letters dated 4th March, 2014 and 12 March, 2014. It is wrong and denied that the market reputation of the Decree Holders was not good or that there was any oral licence allotment with the objector at any point of time.

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8(g). Para 8(g) as stated is absolutely wrong and denied. It is wrong and denied that any deliberations were made on 27th February, 2014 or that any cash payment of Rs.1,00,000/- was made as alleged.

8(h). Para 8(h) is wrong and denied. It is submitted that the two agreements dated 4th March, 2014 and 12th March, 2014 were cancelled as is stated supra in the foregoing paragraphs.

8(i). Para 8(i) as stated is wrong and denied. It is wrong and denied that any cash payment of Rs.5,00,000/- was made to the Decree Holders or any of his employees or that the same was acknowledged by the Decree Holders over the phone.

8(j). Para 8) is wrong and denied. It is wrong and denied that the total consideration amount settled was Rs.35,00,000/ out of which Rs.15,00,000/- was already paid. It is submitted that rather the balance payment of Rs.2 crores was not made and as a consequence the earnest amount was forfeited and the contract was rescinded vide the legal notice dated 30 October, 2014. It was agreed at the time of entering into the applications-cum-agreements-cum-documents dated 4 March, 2014 and 12th March, 2014 that the objectors would be making the balance payment of Rs.2 crores on or before 12th April, 2014 failing which, the agreements will be cancelled and the token amount of Rs.4,00,000/- and Rs.5,00,000/- respectively will be forfeited."

(emphasis supplied)

20. It is thus observed that it was the case of decree holders that the appellant was aware of the subject suit. This can be further corroborated by the fact that the documents relied upon by the appellant also pertain to the period when the subject suit was pending adjudication against judgment debtors, and in particular, M/s APY Hoteliers Pvt. Ltd. who was defendant No.1 in the said suit. The appellant in the subject execution proceedings had raised objections on behalf of judgment debtor No.1, who was already proceeded *ex-parte* before learned Trial Court in the subject suit. Concurrent findings of learned Execution Court and learned Appellate Court with regard to appellant's connection with judgment debtors is borne out from the records. The documents relied upon by the appellant pertain to judgment debtors and show that his claim of possession of the suit premises is through latter. The

appellant is acting as proxy for judgment debtors to stall the execution proceedings.

21. The Hon'ble Supreme Court in **C. Doddanarayana Reddy (Dead) by LRs v. C. Jayarama Reddy (Dead) by LRs., (2020) 4 SCC 659,** with respect to substantial question of law in second appeal and interference with the concurrent findings of the fact reached by the learned Executing Court as well as learned Appellate Court, has observed and held as under: -

> "**25.** The question as to whether a substantial question of law arises, has been a subject-matter of interpretation by this Court. In the judgment in *Karnataka Board of Wakf* v. *Anjuman-E-Ismail Madris-Un-Niswan* [*Karnataka Board of Wakf* v. *Anjuman-E-Ismail Madris-Un-Niswan*, (1999) 6 SCC 343] , it was held that findings of the fact could not have been interfered within the second appeal. This Court held as under : (SCC pp. 347-48, paras 12-15)
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> > "*12*. This Court had repeatedly held that the power of the High Court to interfere in second appeal under Section 100 CPC is limited solely to decide a substantial question of law, if at all the same arises in the case. It has deprecated the practice of the High Court routinely interfering in pure findings of fact reached by the courts below without coming to the conclusion that the said finding of fact is either perverse or not based on material on record.
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> > *13*. In *Ramanuja Naidu* v. *V. Kanniah Naidu* [*Ramanuja Naidu* v. *V. Kanniah Naidu*, (1996) 3 SCC 392] , this Court held : (SCC p. 393)
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> > 'It is now well settled that concurrent findings of fact of trial court and first appellate court cannot be interfered with by the High Court in exercise of its jurisdiction under Section 100 of the Civil Procedure Code. The Single Judge of the High Court totally misconceived his jurisdiction in deciding the second appeal under Section 100 of the Code in the way he did.'
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> > *14*. In *Navaneethammal* v. *Arjuna Chetty* [*Navaneethammal* v. *Arjuna Chetty*, (1996) 6 SCC 166]

, this Court held : (SCC p. 166)

'Interference with the concurrent findings of the courts below by the High Court under Section 100 CPC must be avoided unless warranted by compelling reasons. In any case, the High Court is not expected to reappreciate the evidence just to replace the findings of the lower courts. … Even assuming that another view is possible on a reappreciation of the same evidence, that should not have been done by the High Court as it cannot be said that the view taken by the first appellate court was based on no material.'

15. And again in *Taliparamba Education Society* v. *Moothedath Mallisseri Illath M.N.* [*Taliparamba Education Society* v. *Moothedath Mallisseri Illath M.N.*, (1997) 4 SCC 484] , this Court held : (SCC p. 486, para 5)

'*5*. … The High Court was grossly in error in trenching upon the appreciation of evidence under Section 100 CPC and recording reverse finding of fact, which is impermissible.'"

26. In a judgment in *Kondiba Dagadu Kadam* v. *Savitribai Sopan Gujar* [*Kondiba Dagadu Kadam* v. *Savitribai Sopan Gujar*, (1999) 3 SCC 722] , this Court held that from a given set of circumstances if two inferences are possible then the one drawn by the lower appellate court is binding on the High Court. In the said case, the first appellate court set aside the judgment of the trial court. It was held that the High Court can interfere if the conclusion drawn by the lower court was erroneous being contrary to mandatory provisions of law applicable or if it is a settled position on the basis of a pronouncement made by the court or based upon inadmissible evidence or arrived at without evidence. This Court held as under : (SCC p. 725, para 5)

"5. It is not within the domain of the High Court to investigate the grounds on which the findings were arrived at, by the last court of fact, being the first appellate court. It is true that the lower appellate court should not ordinarily reject witnesses accepted by the trial court in respect of credibility but even where it has rejected the witnesses accepted by the trial court, the same is no ground for interference in second appeal when it is found that the appellate court had given satisfactory reasons for doing so. In a case where from a given set of circumstances two inferences are possible, one drawn by the lower appellate court is binding on the High Court in second appeal. Adopting any other approach is not permissible. The High Court cannot substitute its opinion for the opinion of the first appellate court unless it is found that the conclusions drawn by the lower appellate court were erroneous being contrary to the mandatory provisions of law applicable of its settled position on the basis of pronouncements made by the Apex Court, or was based upon in inadmissible evidence or arrived at without evidence."

27. In another judgment in *Santosh Hazari* v. *Purushottam Tiwari* [*Santosh Hazari* v. *Purushottam Tiwari*, (2001) 3 SCC 179] , this Court held as under : (SCC pp. 187-88, para 14)

"14. A point of law which admits of no two opinions may be a proposition of law but cannot be a substantial question of law. To be "substantial", a question of law must be debatable, not previously settled by law of the land or a binding precedent, and must have a material bearing on the decision of the case, if answered either way, insofar as the rights of the parties before it are concerned. To be a question of law "involving in the case" there must be first a foundation for it laid in the pleadings and the question should emerge from the sustainable findings of fact arrived at by court of facts and it must be necessary to decide that question of law for a just and proper decision of the case. An entirely new point raised for the first time before the High Court is not a question involved in the case unless it goes to the root of the matter. It will, therefore, depend on the facts and circumstance of each case whether a question of law is a substantial one and involved in the case, or not; the paramount overall consideration being the need for striking a judicious balance between the indispensable obligation to do justice at all stages and impelling necessity of avoiding prolongation in the life of any lis.""

22. Although, learned counsel for the appellant in the present appeal claims to have raised "substantial questions of law", a perusal of the same demonstrates that they are in the nature of challenging findings on fact given by learned Appellate Court and Execution Court on merits. No substantial questions of law have been raised in the present appeal.

23. In these circumstances, this Court finds no ground to interfere with the impugned order dated 24.02.2026 passed by learned ASJ in RCA DJ No.10/2026, and the same is accordingly upheld.

24. The present second appeal is dismissed and disposed of accordingly.

25. Pending applications, if any, stands disposed of accordingly.

26. Order be uploaded on the website of this Court, *forthwith*.

AMIT SHARMA, J

MAY 11, 2026/nk/ns