

OP(RC) No.95/2026

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IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE THE CHIEF JUSTICE MR. SOUMEN SEN

&

THE HONOURABLE MR. JUSTICE SYAM KUMAR V.M.

WEDNESDAY, THE 5TH DAY OF AUGUST 2026 / 14TH SRAVANA, 1948

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[AGAINST THE ORDER DATED 16.01.2026 IN EP NO.557/2025 OF
PRINCIPAL MUNSIF COURT, IRINJALAKUDA IN RCP NO.50/2023,
MUNSIF COURT, VADAKKANCHERRY.]

PETITIONER(S)/PETITIONER/DECREE HOLDER:

THOMAS, AGED 63 YEARS
S/O. MULAKKAN PILODH, MOOSPETT ROAD, CHEMBUKKAVU
VILLAGE, THRISSUR TALUK, THRISSUR DISTRICT, PIN - 680020.

BY ADVS. SRI. MANUMON A.
SRI. REBIN VINCENT GRALAN
SRI. SURESH C.
SMT. ANJU M. LOHIDHAKSHAN
SMT. ABIDA P.
SMT. EDATHARA VINEETA KRISHNAN
SMT. DISSY M. D.
SRI. SANTHOSH T. P.
SMT. ROSNA M. JOY
SMT. GAYATHRI E.S.
SRI. AVIN KRISHNA M.P.
SMT. ATHIRA SURESH
SMT. DILJEE GIRIJAN
SRI. JOHN CHRISTO T.P.
SRI. AKSHAY KUMAR C.S.
SMT. LINIYA LOVESON
SMT. ANJALI N.S.
SMT. MARIYA LOOVIS
SMT. ALEESHA K. S.
SMT. REFA

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SMT. SREESHMA K.
SMT. VIDYA V.
SMT. NAMYA VINODKUMAR
SRI. ATHULKRISHNA T. U.
SMT. MAHESWARY S.

RESPONDENT(S)/RESPONDENT/JUDGMENT DEBTOR:

K. K. MOHANAN, S/OI KONNIKKARA K. K.,
KRISHNAN, THALORE PO, NENMANIKKARA VILLAGE,
THALAMANIKKARA DESOM, THRISSUR, PIN – 680306.

BY ADV. SRI. VINOD BHAT, AMICUS CURIAE

THIS OP (RENT CONTROL) HAVING COME UP FOR ADMISSION ON
31.07.2026, THE COURT ON 05.08.2026 DELIVERED THE FOLLOWING:

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JUDGMENTDated this the 5th day of August, 2026**Soumen Sen, C.J.**

This revision petition is filed assailing an order dated 16th January, 2026 passed by the Court of Munsiff, Irinjalakuda in E.P. No.557/2025, filed in connection with R.C.P. No.50/2023. The trial court dismissed the said application on the ground of maintainability of the execution petition seeking recovery of arrears of rent in view of the decision of this Court in ***Pocker v. Raveendran***¹.

2. In order to appreciate the background of the matter leading to the impugned order passed by the trial court, it is necessary to state the relevant facts.

3. The petitioner is the landlord and the respondent is the tenant. The petitioner filed an application under Sections 11(2)(b), 11(3) and 11(4)(v) of the Kerala Buildings (Lease and Rent Control) Act, 1965 ('Act of 1965', for short) before the Rent Control Court, Thrissur. During the pendency of the said petition,

¹ 2010 (3) KLT 817

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the matter was referred to mediation on 18th July, 2022. Before the Mediator, a settlement agreement dated 29th August, 2022 was entered into between the parties. Subsequently, the Rent Control Court passed an order dated 3rd August, 2023 based on the said mediation settlement agreement.

4. In view of the breach of the settlement agreement by the non-payment of rents as agreed upon between the parties and reflected from the settlement agreement, the petitioner filed an application for execution of the settlement agreement culminated in an order passed by the Rent Control Court on 3rd August, 2023. The execution petition was filed and numbered as E.P. No.557 of 2025. It was filed before the Principal Munsiff Court, Irinjalakkuda. In Column 10 of the tabular statement, the details of the relief claimed which, *inter alia*, include the amount due and payable by the respondent pursuant to the settlement agreement, have been furnished. The said execution petition was dismissed by the learned Rent Control Court on the ground of maintainability. It was held that Section 19(5) of the Legal Services Authorities Act, 1987 ('the 1987 Act', for short) provides

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that a Lok Adalat (here Mediation Centre, Thrissur) shall have jurisdiction to determine and to arrive at a compromise or settlement between the parties to a dispute in respect of not only any case pending before any court, but also any matter which is falling within the jurisdiction of, and is not brought before any court. The mediation agreement is an award within the meaning of Section 21 of the 1987 Act and shall be deemed to be a decree of a civil court enforceable under law. The mediation agreement (Exhibit-P2) or the order dated 3rd August, 2023 (Exhibit-P3) is an award under Section 21 of the 1987 Act and is not an order under Section 11 of the Act of 1965. When the mediation agreement or the order dated 3rd August, 2023 is not an order under Section 11 of Act of 1965, Section 14 of the said Act has not application for the purpose of execution.

5. The learned Munsiff dismissed the petition entirely on the ground that the Rent Control Court has no power to pass a monetary decree for the realization of arrears of rent, in view of the decision in **Pocker** (supra) wherein it was held that an execution petition seeking recovery of arrears of rent before the

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Munsiff Court is not maintainable.

6. The respondent is not represented despite service of notice. This Court appointed Sri. S. Vinod Bhat, Advocate, as *Amicus Curiae* to assist this Court. The learned *Amicus Curiae* submitted that the learned Rent Control Court in exercise of powers under Section 89 of the Code of Civil Procedure Code, 1908 ('the CPC', for short), referred the dispute to mediation. The proceeding was held in the District Mediation Centre, Thrissur. In terms of Section 89(c) of the CPC, the Mediation Centre is deemed to be a Lok Adalat and all provisions of the 1987 Act shall apply as if the dispute had been referred to a Lok Adalat under the provisions of the 1987 Act.

7. The learned *Amicus Curiae* has referred to the decision of the Division Bench of this Court in ***Sindhu A.K. v. Nizar Kochery***² and submitted that the said decision is squarely applicable to the facts and circumstances of this case.

8. The learned counsel for the petitioner argued that a compromise entered into before a Lok Adalat between a landlord

² 2023 SCC OnLine Ker 10329; 2024(1) KLT 69

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and a tenant in a rent control petition can be executed as an award under the provisions of the 1987 Act, before the appropriate Civil Court having the pecuniary jurisdiction over the amount involved in compromise decree and Section 14 of the Act of 1965 has no manner of application for the purpose of executing a settlement arrived at between the parties before the Lok Adalat and in this regard, has relied upon the decision of a Co-ordinate Bench of this Court in ***Ummer and Another v. Pariparamban Abdul Azeez***³.

9. In the aforesaid context, the decision of the learned Rent Control Court in refusing to entertain the execution petition based on the settlement agreement culminated in a decree by the Rent Control Court, needs consideration.

10. In the instant case, the dispute between the parties was referred to mediation. Before the Mediator, the parties have arrived at a settlement. In the mediation, the parties before the learned Mediator had agreed to settle their disputes on the following terms;

³ 2014 SCC OnLine Ker 28660

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“2. The Second Party agrees that rent payable to the First Party for the period from April 2016 to August 2022 (a total of 76 months), calculated at ₹5,000 per month, Out of this, the Second Party was so far paying rent at the rate of ₹2,750 per month. The balance amount payable, calculated at ₹2,250 per month, comes to ₹1,71,000. Further, the shortfall arising from payment of ₹2,750 per month during the period from April 2016 to August 2022, totaling ₹13,750, shall be adjusted by deducting any amount already paid by the Second Party towards the said sum. Both parties have mutually agreed to these terms.

3. The Second Party agrees to pay a monthly rent of ₹7,000 for the shop room to the First Party from September 2022 onwards, without any default.

4. The Second Party agrees that the shop room is given for a period of five (5) years from today. After the said period by the end of September 2027, the Second Party shall vacate the premises and hand over possession to the First Party in good faith for the personal bona fide need of the First Party.

5. If, for any reason, the Second Party fails to vacate and hand over possession of the petition schedule shop room to the First Party, the First Party shall be entitled to file an execution petition against the Second Party for recovery of possession of the shop room for the First Party's bona fide own requirement. Both parties have agreed that, until the shop room is vacated and obtained through due process of court, the First Party

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shall be entitled to recover arrears of rent together with 12 % annual interest, and with an annual increase of 5% on the existing rent calculated for each completed years commencing from September 2022, and to continue to receive such rent from September 2027 onwards until actual vacant possession is delivered, through the process of court.”

11. In view of the failure to pay the arrears of rent as per the decree, the execution proceeding was initiated for realization of the arrears as mentioned in paragraph 10 of the tabular statement. In exercise of the powers conferred under Section 122 and Section 89(2)(d) of the CPC, the High Court of Kerala with previous approval of the Government of Kerala framed the Civil Procedure (Alternative Dispute Resolution) Rules, 2008. Part II of the said Rules refers to mediation rules. The Rule 24 refers to settlement agreement which reads as follows;

“Rule 24.

Settlement Agreement.- (1) Where an agreement is reached between the parties in regard to all the issues in the suit or some of the issues the same shall be reduced to writing, verified and signed by the parties or their power of attorney holder. The signatures of the parties to such an agreement shall be attested by their respective counsel or by any of the authorities mentioned in Rule 27 of the Kerala Civil Rules of Practice.

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(2) The agreement of the parties so signed and attested shall be submitted to the mediator who shall, with a covering letter signed by him, forward the same to the Court in which to the suit is pending.

(3) Where no agreement is arrived at between the parties, before the time limit stated in Rule 19 or where, the mediator is of the view that no settlement is possible, he shall report the same to the said Court in writing.”

12. After the settlement is reached, the Court is required to fix a date for recording settlement and passing decree, in terms of Rule 25. For the sake of brevity, the said rule is reproduced below:

“Rule 25. Court to fix a date for recording settlement and passing decree.-

(a) Within seven days of the receipt of any settlement, the Court shall issue notice to the parties fixing a day for recording the settlement, such date not being beyond a further period of fourteen days from the date of receipt of settlement, and the Court shall record the settlement, if it is lawful.

(b) The Court shall then pass a decree in accordance with the settlement so recorded, if the settlement disposes of all the issues in the suit.

(c) If the settlement disposes of only certain issues which are severable and if a decree could be passed to the extent of the settlement, the Court after recording the settlement on the date fixed for the same, may pass a decree straight away in

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accordance with the settlement on those issues which were settled without waiting for a decision of the Court on other issues which are not settled. If the issues settled are not severable the Court shall wait for the decision of the Court on other issues which are not settled.”

13. In the instant case, the settlement agreement was duly signed by the petitioner and the respondent. Thereafter, the matter was placed before the Rent Control Court. The Rent Control Court on 3rd August, 2023 accepted the settlement agreement and passed the following order:

“ORDER

The RCP is ordered the terms of compromise. Compromise shall for part of the order.”

14. The Rent Control Court has not used the word “decree”, instead, it has used the word “order”. The agreement was found to be lawful.

15. At this stage, it is pertinent to mention Section 21 of the 1987 Act, which is reproduced below:

“21. Award of Lok Adalat.—(1) Every award of the Lok Adalat shall be deemed to be a decree of a civil court or, as the case may be, an order of any other court and where a compromise or settlement has been arrived at, by a Lok

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Adalat in a case referred to it under sub-section(1) of section 20, the court-fee paid in such case shall be refunded in the manner provided under the Court-fees Act, 1870 (7 of 1870).]

(2) Every award made by a Lok Adalat shall be final and binding on all the parties to the dispute, and no appeal shall lie to any court against the award.”

16. The Lok Adalat takes cognizance of matter, *inter alia*, when a reference is made by the court in terms of Section 20(1)(ii) of the 1987 Act. In this regard, it is pertinent to mention Section 20(1)(ii), which reads as follows:

“20. Cognizance of cases by Lok Adalats.—(1) Where in any case referred to in clause (i) of sub-section (5) of section 19,-

(ii) the court is satisfied that the matter is an appropriate one to be taken cognizance of by the Lok Adalat, the Court shall refer the case to the Lok Adalat:

Provided that no case shall be referred to the Lok Adalat under sub-clause (b) of clause (i) or clause (ii) by such court except after giving a reasonable opportunity of being heard to the parties.”

17. In **Pocker** (supra), the order of the Munsiff Court, Pattambi, holding that the execution petition seeking recovery of arrears of rent was not maintainable, was challenged. In the said matter, execution proceedings were initiated before the learned

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Munsiff under Section 14 of the Act of 1965. The Hon'ble Division Bench held that the orders, which are executable by the Principal Munsiff of the Station by virtue of Section 14, are eviction orders under Section 11, summary orders of eviction under Section 12, orders passed by the Accommodation Controller under Section 13, orders awarding cost under Section 19, orders directing restoration of / re-induction into possession under Section 33, appellate orders under Section 18 and revisional orders under Section 20. There is no scope for passing money decree for recovery of arrears of rent under the above provisions of Act 2 of 1965. The execution petition seeking recovery of arrears of rent *per se* will not be maintainable. The facts of the aforesaid case reveal that it was conceded that no decree or order for the recovery of arrears was passed in favour of the landlord. The order of eviction passed by the statutory authorities under the Rent Control Act, namely, the Rent Control Court and the Rent Control Appellate Authority, was confirmed by the High Court. Under that order the High Court, after confirming the order of eviction, was inclined to grant time to the tenant to vacate the

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premises on or before 31st March, 2010 subject to the condition that an affidavit shall be filed and further condition that the tenant shall pay rent upto the date within one month and also occupation charges till the date the tenant surrenders. The respondent tenant contended that even before the judgment was delivered by the High Court on 13th August, 2010, the respondent tenant surrendered the premises on his own which, however, was disputed by the landlord. After recording the submission of the parties, the Court observed that “even otherwise, we do not find any infirmity about the view taken by the learned Munsiff in Exhibit-P6 that execution petition is not maintainable on our own view expressed in paragraph two”. The said decision cannot be considered to be an authority for the proposition that where a mediation settlement agreement has been reached in accordance with Rules 24 and 25 of the Civil Procedure (Alternate Dispute Resolution) Rules, 2008, the said order cannot be executed by filing an execution petition.

18. The issue raised in this petition has been answered by a Co-ordinate Bench of this Court in **Sindhu A.K.** (supra) which

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has discussed the scope of Section 89 of Code of Civil Procedure and Section 19(5) of the Legal Services Authorities Act, 1987.

19. In ***Sindhu A.K.*** (supra), the questions arose for consideration were; “(i) does Section 89 of the Code of Civil Procedure, 1908 applies to a proceeding before the Rent Control Court; (ii) if Section 89 of the Code applies to a proceeding before the Rent Control Court, is the Rent Control Court competent to give a stamp of approval to a settlement agreement dealing with matters not covered by the Kerala Buildings (Lease and Rent Control) Act, 1965; (iii) if questions (i) and (ii) are answered in the affirmative, the relief which the petitioner is entitled to”.

20. The issues were answered in paragraphs 10 to 13 of the said decision, which read as follows:

“10. *Question (ii): Sub-section (1) of Section 89 of the Code provides that where it appears to the court that there exist elements of settlement in a pending proceedings, the court shall refer the dispute for any one of the alternative dispute resolution mechanisms provided for therein, including mediation. Sub-section (2) of Section 89 provides further that where the court chooses to refer the parties for judicial settlement, the court shall refer them to a suitable institution or person and such institution or person shall be deemed to be a Lok Adalat and all the*



provisions of the 1987 Act shall apply as if the dispute were referred to a Lok Adalat and where the dispute has been referred for mediation, the court shall effect a compromise between the parties and shall follow such procedure as may be prescribed. In *Afcons Infrastructure Ltd. case [Afcons Infrastructure Ltd. v. Cherian Varkey Construction Co. (P) Ltd., (2010) 8 SCC 24: (2010) 3 SCC (Civ) 235]*, after noticing that an inadvertent error crept in while drafting the provisions contained in Section 89 of the Code, the Supreme Court held that the provision has to be understood in such a manner that where the court chooses to refer the parties for mediation, they shall be referred to an institution and such institution or person shall be deemed to be a Lok Adalat and all provisions of the 1987 Act shall apply to such mediation as if the dispute were referred to a Lok Adalat under the provisions of the 1987 Act. Para 25 of the judgment of the Supreme Court in *Afcons Infrastructure Ltd. case [Afcons Infrastructure Ltd. v. Cherian Varkey Construction Co. (P) Ltd., (2010) 8 SCC 24: (2010) 3 SCC (Civ) 235]* reads thus: (SCC p. 38, para 25)

“25. In view of the foregoing, it has to be concluded that proper interpretation of Section 89 of the Code requires two changes from a plain and literal reading of the section. Firstly, it is not necessary for the court, before referring the parties to an ADR process to formulate or reformulate the terms of a possible settlement. It is sufficient if the court merely describes the nature of dispute (in a sentence or two) and makes the reference. Secondly, the definitions of ‘judicial settlement’ and ‘mediation’ in clauses (c) and (d) of Section 89(2) shall have to be interchanged to correct the draftsman's error. Clauses (c) and (d) of Section 89(2) of the Code will read



as under when the two terms are interchanged:

(c) for 'mediation', the court shall refer the same to a suitable institution or person and such institution or person shall be deemed to be a Lok Adalat and all provisions of the Legal Services Authority Act, 1987 (39 of 1987) shall apply as if the dispute were referred to a Lok Adalat under the provisions of that Act;

(d) for 'judicial settlement', the court shall effect a compromise between the parties and shall follow such procedure as may be prescribed.

The above changes made by interpretative process shall remain in force till the legislature corrects the mistakes, so that Section 89 is not rendered meaningless and infructuous."

11. In *Afcons Infrastructure Ltd. case [Afcons Infrastructure Ltd. v. Cherian Varkey Construction Co. (P) Ltd., (2010) 8 SCC 24: (2010) 3 SCC (Civ) 235]*, it was also held by the Supreme Court that where the reference is for mediation, though it will be deemed to be a reference to Lok Adalat, as the court retains its control and jurisdiction over the matter, the mediation settlement will have to be placed before the court for recording the settlement and disposal and whenever a settlement is arrived at the mediation, the court shall apply the principles of Order 23 Rule 3 of the Code and make a decree order in terms of the settlement, in regard to the subject-matter of the suit/proceedings, and if the matters/disputes are not subject-matter of the suit/proceedings, the court will have to direct that the settlement shall be governed by Section 21 of the 1987 Act. Paras 37 to 40 of the judgment of the Supreme Court in *Afcons Infrastructure Ltd. case [Afcons Infrastructure Ltd. v. Cherian Varkey Construction Co. (P) Ltd., (2010) 8 SCC 24: (2010) 3 SCC (Civ) 235]*, dealing with the said



aspects read thus: (SCC pp. 43-44, paras 37, 38, 39 and 40)

“Whether the settlement in an ADR process is binding in itself?”

37. When the court refers the matter to arbitration under Section 89 of the Act, as already noticed, the case goes out of the stream of the court and becomes an independent proceeding before the Arbitral Tribunal. Arbitration being an adjudicatory process, it always ends in a decision. There is also no question of failure of the ADR process or the matter being returned to the court with a failure report. The award of the arbitrators is binding on the parties and is executable/enforceable as if a decree of a court, having regard to Section 36 of the AC Act. If any settlement is reached in the arbitration proceedings, then the award passed by the Arbitral Tribunal on such settlement, will also be binding and executable/enforceable as if a decree of a court, under Section 30 of the AC Act.

38. The other four ADR processes are non-adjudicatory and the case does not go out of the stream of the court when a reference is made to such a non-adjudicatory ADR forum. The court retains its control and jurisdiction over the case, even when the matter is before the ADR forum. When a matter is settled through conciliation, the settlement agreement is enforceable as if it is a decree of the court having regard to Section 74 read with Section 30 of the AC Act. Similarly, when a settlement takes place before the Lok Adalat, the Lok Adalat award is also deemed to be a decree of the civil court and executable as such under Section 21 of the Legal Services Authorities Act, 1987. Though the settlement agreement in a conciliation or a settlement award of a Lok Adalat may not require the seal of approval of the court for its enforcement when they are made in a direct reference by parties without the intervention of court, the position will be different if they are made on a reference by a court in a pending suit/proceedings. As the court continues to retain control and jurisdiction over the cases



which it refers to conciliations, or Lok Adalats, the settlement agreement in conciliation or the Lok Adalat award will have to be placed before the court for recording it and disposal in its terms.

39. Where the reference is to a neutral third party ('mediation' as defined above) on a court reference, though it will be deemed to be reference to Lok Adalat, as the court retains its control and jurisdiction over the matter, the mediation settlement will have to be placed before the court for recording the settlement and disposal. Where the matter is referred to another Judge and settlement is arrived at before him, such settlement agreement will also have to be placed before the court which referred the matter and that court will make a decree in terms of it.

40. Whenever such settlements reached before non-adjudicatory ADR fora are placed before the court, the court should apply the principles of Order 23 Rule 3 of the Code and make a decree order in terms of the settlement, in regard to the subject-matter of the suit/proceeding. In regard to matters/disputes which are not the subject-matter of the suit/proceedings, the court will have to direct that the settlement shall be governed by Section 74 of the AC Act (in respect of conciliation settlements) or Section 21 of the Legal Services Authorities Act, 1987 (in respect of settlements by a Lok Adalat or a mediator). Only then such settlements will be effective."

(underline supplied)

12. *As already noticed, sub-section (5) of Section 19 of the 1987 Act provides that a Lok Adalat shall have jurisdiction to determine and to arrive at a compromise or settlement between the parties to a dispute in respect of not only any case pending before any court, but also any matter which is falling within the jurisdiction of, and is not brought before any court. Sub-section (5) of Section 19 of the 1987 Act reads thus:*

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“(5) A Lok Adalat shall have jurisdiction to determine and to arrive at a compromise or settlement between the parties to a dispute in respect of—

(i) any case pending before; or

(ii) any matter which is falling within the jurisdiction of, and is not brought before, any court for which the Lok Adalat is organised:

Provided that the Lok Adalat shall have no jurisdiction in respect of any case or matter relating to an offence not compoundable under any law.”

13. *As indicated, in terms of Section 21 of the 1987 Act, every award of the Lok Adalat shall be deemed to be a decree of a civil court or as the case may be, an order of any other court enforceable under law. In the light of the decision of the Supreme Court in Afcons Infrastructure Ltd. case [Afcons Infrastructure Ltd. v. Cherian Varkey Construction Co. (P) Ltd., (2010) 8 SCC 24 : (2010) 3 SCC (Civ) 235] and the provisions contained in the 1987 Act, we are of the view that settlement agreements arrived at, at the mediation and accepted by the rent control court are enforceable. It needs to be emphasised that as held by the Supreme Court in Afcons Infrastructure Ltd. case [Afcons Infrastructure Ltd. v. Cherian Varkey Construction Co. (P) Ltd., (2010) 8 SCC 24: (2010) 3 SCC (Civ) 235] in regard to matters/disputes which are not the subject-matter of the suit/proceedings, it is in the light of Section 21 of the 1987 Act that settlement agreements once accepted by the court would become enforceable under law. The question is answered accordingly.”*

(emphasis supplied)

21. It appears that the parties have not referred to the aforesaid decision which has conclusively held that the



settlement agreement culminated in a decree is enforceable and executable as a decree. However, the execution application has to be filed before the appropriate Civil Court having pecuniary jurisdiction to deal with the execution petition. Moreover, in ***Ummer and Another v. Pariparamban Abdul Azeez***⁴, a Co-ordinate Bench has held that a compromise before the Lok Adalat between landlord and tenant in a Rent Control Petition can only be executed as per the provisions of the Legal Services Authorities Act before the appropriate Civil Court having pecuniary jurisdiction over the amount involved in comprise decree. The relevant observations are as follows:

“11. The argument put forward by the learned Senior Counsel for the petitioners may, on the first look, appear to be quite attractive. The opening part of S.14 states about the execution of orders passed under S.11, S.12, S.13, S.19 or 33. The provision for the order be executed by the Munsiff relates only to an order under the Sections mentioned in S.14 of the Rent Control Act. The award in the present case was passed by the Lok Adalat exercising the jurisdiction under the Legal Services Authorities Act. An award can be passed by the Lok Adalat on agreement between the parties. The

⁴ 2015 (1) KHC 450



agreement between the parties need not be confined to the grounds mentioned in S.11 of the Rent Control Act. The parties can settle their disputes in respect of the whole issue between them in respect of the building, including a dispute with respect to the repayment of the advance amount by the landlord. The Rent Control Court cannot pass an order directing the landlord to repay the advance amount, while dealing with an application under S.11(3) of the Rent Control Act. However, there is no such restriction for the parties to enter into an agreement with respect to the advance amount also while they settle the matter before the Lok Adalat. The parties having settled all their disputes and differences before the Lok Adalat, it cannot be said that it is an order under S.11(3) of the Act. If so, the provision in S.14 of the Act, that the order shall be executed by the Munsiff having original jurisdiction over the area, in which, the building is situated, would not apply at all. On the other hand, S.21 of the Legal Services Authorities Act, 1987 would apply, which provides that every award of the Lok Adalat shall be deemed to be a decree of the Civil Court. In the present case, the agreement to repay Rs.3,75,000/- by the landlords to the tenant is a decree coming under S.21 of the Legal Services Authorities Act. It is not an order under S.11 of the Kerala Buildings (Lease and Rent Control) Act. Therefore, S.14 of the said Act has no application for the purpose of executing the money part of the settlement

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arrived at between the parties. Since the amount sought to be realised exceeds the pecuniary jurisdiction of the Munsiff's Court, necessarily, the Court of the Subordinate Judge alone will have jurisdiction to execute the decree."

22. In the present case, the agreement to pay the balance arrears of rent and enhanced rent from September 2022 is a decree coming within the provisions of Section 21 of the 1987 Act.

23. The learned counsel for the petitioner has referred to the decisions of this Court in **Chacko Geevarghese v. The State of Kerala & Others**⁵, **Dohara Beevi v. Bhaskaran**⁶ and the decision of the Hon'ble Supreme Court in **Pradeep Mehra v. Harijivan J. Jethwa**⁷ (**Since Deceased Thr. Lrs.**) in support of the submission that the decree passed by the Rent Control Court is executable.

24. In **Chacko Geevarghese** (supra), the learned Single Judge was considering a situation where the decree provided for release of the retention amount which was not specifically stated in the award. The Executing Court refused to execute it merely

⁵ 1982 SCC OnLine Ker 100 : AIR 1982 Ker 333

⁶ 1989 SCC OnLine Ker 86 : (1989) 1 KLJ 456 : (1989) 1 KLT 599

⁷ 2023 SCC OnLine SC 1395

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because of the understanding of the Executing Court that it has no jurisdiction to ascertain the actual amount to be paid under the decree. The award was claimed to be uncertain. In the aforesaid background, it was held that although actual quantum of money may not be specified in the award, the Executing Court can always calculate or ascertain the amount payable under the award.

25. In ***Dohara Beevi*** (supra), the learned Single Judge of this Court was considering if the inherent powers are available to the court executing a decree to order consolidation of two execution petitions. In deciding the said issue it was held that merely because the court is executing a decree it cannot be said that the court is precluded from exercising its inherent powers. The said case is not applicable to the present facts and circumstances of the case.

26. In ***Pradeep Mehra*** (supra), the Hon'ble Supreme Court reiterated the apprehension expressed long back as in 1872 by the Privy Council that, “the difficulties of a litigant in India begin when he has obtained a decree” and in considering the scope of

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Section 47 of the CPC, it was observed that the Executing Court cannot examine the validity of the order of the Court which had allowed the execution of the decree, unless the court's order is itself without jurisdiction. The Executing Court cannot go behind the decree. The decision in **Pradeep Mehra** (supra) has been referred presumably to draw an analogy with the present case, as in paragraph 18 of the said decision, landlord tenant issue was considered in the context of eviction due to default of payment of rent. The said paragraph reads as follows:

“18. The respondents herein are the tenants in the suit property at least since 1996. The present appellant is the landlord. The dispute between them was of sub-letting which led to the eviction suit before the Small Causes Court. During the proceedings, a settlement was arrived at between the parties, inter alia stipulating that the tenants would be liable for eviction if they commit a default of payment of rent for two successive months. According to the appellant / landlord, the tenants committed a default which led to the filing of the application under Order XXI R.11, CPC for execution of the decree. The executing court vide its order dated 12.02.2013 held that the decree is liable to be executed. This order was admittedly never challenged in appeal by the judgment debtor and has attained finality.”

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27. In view of our decision that the order of the Rent Controller partakes the nature of a decree or an award passed by the Lok Adalat and is capable of execution by the jurisdictional Civil Court in accordance with the pecuniary jurisdiction, it is needless to mention that the settlement agreement culminated in an order is capable of execution.

28. In view of the above, the revision petition is allowed and the impugned order dated 16th January, 2026 (Exhibit-P6) is set aside. We make it clear that we have not gone into the merits of the execution petition.

29. We acknowledge the assistance rendered by the *Amicus Curiae* Sri. Vinod Bhat, learned advocate, in deciding the matter.

Sd/-
SOUMEN SEN,
CHIEF JUSTICE

Sd/-
SYAM KUMAR V.M.,
JUDGE

krj/SSK

OP(RC) No.95/2026

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APPENDIX OF OP (RC) NO. 95 OF 2026PETITIONER'S EXHIBITS:-

- | | |
|---------------|---|
| EXHIBIT P1 | A TRUE COPY OF THE PETITION RCP 59/2016 (THE CASE RENUMBERED AS R.C.P. NO. 50/2023) DATED 18/03/2016. |
| EXHIBIT P1(A) | TRANSLATED COPY OF EXHIBIT P1. |
| EXHIBIT P2 | A TRUE COPY OF THE MEDIATION AGREEMENT DATED 29.08.2022. |
| EXHIBIT P2(A) | TRANSLATED COPY OF EXHIBIT P2. |
| EXHIBIT P3 | THE TRUE COPY OF THE ORDER IN R.C.P 50/2023 DATED 03.08.2023. |
| EXHIBIT P3(A) | TRANSLATED COPY OF EXHIBIT P3. |
| EXHIBIT P4 | THE TRUE COPY OF EXECUTION PETITION IN E. P. NO. 557/2025 DATED 15.03.2025. |
| EXHIBIT P4(A) | TRANSLATED COPY OF EXHIBIT P4. |
| EXHIBIT P5 | THE TRUE COPY OF COUNTER IN E.P NO. 557/2025 DATED 27.09.2025. |
| EXHIBIT P5(A) | TRANSLATED COPY OF EXHIBIT P5. |
| EXHIBIT P6 | THE CERTIFIED COPY OF THE ORDER PASSED BY THE MUNSIFF COURT, IRINJALAKUDA, IN EP 557/2025 DATED 16.01.2026. |