

**IN THE HIGH COURT OF HIMACHAL PRADESH, SHIMLA****CMPMO No. : 461 of 2026****Reserved on : 01.09.2026****Decided on : 03.09.2026****Uploaded on : 03.09.2026**

---

Subhash Chand and others ...Petitioners

Versus

M/s Competent Automobiles Co. Ltd. ...Respondent

---

*Coram***The Hon'ble Mr. Justice Virender Singh, Judge.***Whether approved for reporting?<sup>1</sup> Yes.*

---

For the petitioners : Mr. Vijay Arora, Senior Advocate, assisted by Mr. Tarun Sharma, Mr. Hitansh Raj, Mr. Gaurav Kumar, Ms. Avantika Bhandari and Mr. Ankit Chauhan, Advocates.For the respondent : Mr. Ajay Kochhar and Mr. Yash Raj Singh Deora, Senior Advocates, assisted by Mr. Vivek Thakur, Advocate.

---

**Virender Singh, Judge.**

Petitioners have filed the present petition, under Article 227 of the Constitution of India, against the order, dated 5<sup>th</sup> August, 2026, passed by the Court of learned

---

<sup>1</sup> *Whether Reporters of local papers may be allowed to see the judgment? Yes.*

Senior Civil Judge, Hamirpur, District Hamirpur, H.P (hereinafter referred to as 'the Executing Court') in Execution Petition No. 1774 of 2018, titled as Competent Automobiles Co. versus Subash Chand and others.

2. By way of order, dated 5<sup>th</sup> August, 2026, the learned Executing Court has dismissed the objections filed by the petitioners, in the above-titled Execution Application.

3. For the sake of convenience, parties to the *lis*, are hereinafter referred to, in the same manner, in which, they were referred to, by the learned Executing Court.

4. Brief facts, leading to the filing of the present petition, before this Court, as borne out from the record, may be summed up, as under:

4.1. Decree Holder-M/s Competent Automobiles Co. Ltd. had preferred the application, under Order 21 Rules 32 and 34 (5) read with Section 151 of the Code of Civil Procedure (hereinafter referred to as the 'CPC'). The said Execution Application has been filed in the background that the Decree Holder (hereinafter referred to as 'the plaintiff') filed a suit for specific performance of contract, as

well as, for injunction, against the Judgment Debtors (hereinafter referred to as 'the defendants'), before the Court of learned Civil Judge (Senior Division), Hamirpur, District Hamirpur (hereinafter referred to as 'the trial Court'), which was registered as Civil Suit No. 160 of 2006.

4.2. The said civil Suit was partly decreed by the learned trial Court, vide judgment and decree, dated 24<sup>th</sup> April, 2012, granting the following relief to the plaintiff:

*"34. The cumulative effect of the aforesaid discussion and findings is that the plaintiff partly succeeds in the present suit. Accordingly, suit of the plaintiff stands decreed with costs for the relief of permanent prohibitory injunction. Consequently, the plaintiff cannot be dispossessed by the defendants from the suit land, that is, khata No. 87 min, Khatoni No. 90 min, Khasra No. 602/474 and 659/476, kita 2, measuring 11 kanals, situate at Tika Tikkar, Mouza Mehla, Tehsil and District Hamirpur, H.P. forcibly or illegally save and except in due course of law. However, relief of specific performance of the agreement stands declined to the plaintiff. Decree sheet be prepared. File, after the needful, be consigned to the Record Room."*

4.3. Since, the suit was partly decreed, as such, both the parties to the *lis* had preferred appeals before the Court of learned Additional District Judge, Hamirpur (hereinafter referred to as 'the First Appellate Court'). Defendant No. 3-Ram Piari had preferred Civil Appeal No.

34 of 2012, titled as Ram Piari versus M/s Competent Auto Mobiles Company Ltd. and others, whereas, the plaintiff had preferred Civil Appeal No. 38 of 2012, titled as M/s Competent Auto Mobiles Co. Ltd. versus Subhash Chand and others.

4.4. Vide judgment and decree, dated 30<sup>th</sup> October, 2014, the learned First Appellate Court has dismissed the appeal preferred by defendant No. 3-Ram Piari, whereas, the appeal preferred by the plaintiff has been allowed and the suit of the plaintiff has been ordered to be decreed, as prayed for, by granting the following relief:

*“38. In view of the above findings on points No. 1 and 2, the civil appeal No. 34/2012 filed by defendant No. 3 Ram Piari is dismissed whereas civil appeal No. 38/2012 filed by plaintiff M/s Competent Automobiles Company Ltd. is allowed with costs whereby the decree passed by the learned lower court is modified to the extent that the suit of the plaintiff is also decreed for specific performance of agreement of lease dated 10.12.2003 with the terms contained in agreement for compromise dated 22.3.2005 by directing the defendants to sign, execute and get registered the lease deed with respect to suit property comprised in khata No. 87 min, Khatoni No. 99 min, Khasra No. 602/474 and 659/476, measuring 11 kanals, situated at Tika Tikkar, Mouza Mehla, Tehsil and District Hamirpur, H.P. in favour of plaintiff within three months from today.”*

4.5. The said judgment and decree has attained finality, as, the second appeal filed by defendant No. 3-Ram Piari, against the judgment and decree, passed by the learned First Appellate Court, being RSA No. 62 of 2015, was dismissed for want of prosecution, by this Court, vide order, dated 16<sup>th</sup> August, 2017.

4.6. Thereafter, the plaintiff-Decree Holder has filed the Execution Application, with the following prayer:

*“It is, therefore prayed that the J.Ds./ respondents be penalized for disobedience of the decree as per the provision of law as well as for appointing the Local Commissioner to get the lease deed executed in favor of D.H./Petitioner in respect of land comprised in Khata No. 87 Min, Khatoni No. 90 Min, Khasra No. 602/476 min, measuring 11K-00M situated in Tika Tikkar, Mouza Mehalta, Tehsil and District Hamirpur, H.P. as per the judgment and decree, and decree be got executed through Local Commissioner in favour of the petitioner in the interest of justice.”*

4.7. Alongwith the Execution Application, draft of lease deed has also been annexed.

5. When, put to notice, defendants-Judgment Debtors No. 1 and 2 have filed reply, opposing the prayer made in the Execution Application, by taking the preliminary objections that the Execution Application is not maintainable, as, the plaintiff-Decree Holder has not

attached the permission for transfer of land, under Section 118 of the H.P. Tenancy and Land Reforms Act, from the competent authority; the plaintiff-Decree Holder is estopped from filing the Execution Application, as, he himself had not taken necessary steps for execution of the document; that the plaintiff-Decree Holder has no *locus standi*, without getting the permission from the Government, to get the lease deed executed; and the application is bad for non-joinder of necessary parties.

5.1. On merits, admitting the factual position, it has been asserted by defendants-Judgment Debtors No. 1 and 2 that since, the transfer is subject to the permission, under Section 118 of the H.P. Tenancy and Land Reforms Act, as such, the plaintiff-Decree Holder has to exhaust all the required channels.

5.2. Defendant-Judgment Debtor No. 3 has filed separate reply to the Execution Application, by taking the preliminary objections that the Execution Application is not maintainable. On merits, the Execution Application has been objected to, on the ground, that the judgment and decree, proposed to be executed against the

defendants-Judgment Debtors, is not possible in terms of Rule 38 of the H.P. Tenancy and Land Reforms Act and the plaintiff is not entitled for execution, as, the plaintiff-Decree Holder is a non-agriculturist.

5.3. In addition to this, a prayer has also been made that the plaintiff-Decree Holder has to obtain fresh permission under Section 118 of the HP Tenancy and Land Reforms Act.

5.4. On the basis of the above facts, a prayer has been made by the defendants-Judgment Debtors to dismiss the Execution Application.

6. The plaintiff-Decree Holder has filed separate rejoinders to the replies filed by defendants-Judgment Debtors No. 1 and 2, as well as, defendant-Judgment Debtor No. 3, by denying the preliminary objections, as well as, the contents of the replies, by virtue of which, the Execution Application has been opposed.

7. Apart from the reply to the Execution Application, the defendants-Judgment Debtors have also filed objections to the draft of lease deed, on the ground, that the draft lease deed, submitted by the plaintiff-Decree

Holder is not legally acceptable and enforceable against them, in view of Rule 38 of the H.P. Tenancy and Land Reforms Act, since, the said Rule restricts the transfer of land to a non-agriculturist or to an entity, which does not fall within the definition of agriculturist.

7.1. According to the defendants-Judgment Debtors, without first seeking the permission, under Section 118 of the H.P. Tenancy and Land Reforms Act, no proposal for draft deed can be accepted. The proposed lease deed is stated to be premature, as, first of all the provisions of the H.P. Tenancy and Land Reforms Act are to be complied with.

7.2. The proposed draft of lease deed is also stated to be not acceptable, as, according to the defendants-Judgment Debtors, as the plaintiff-Decree Holder has not paid arrears of rent, which are due against him, from the year 2005-2006, to defendant No. 3-Ram Piari.

7.3. The next objection of the defendants-Judgment Debtors is that in the proposed draft of lease deed, the period of 99 years has been prescribed, which is not tenable, in view of the notification of the Government of

Himachal Pradesh, which provides that the lease deed cannot be executed for more than 30 years, in one stretch.

8. On the basis of the above facts, a prayer has been made to allow the objections.

9. The learned Executing Court has allowed the Execution Application and dismissed the objections to the lease deed, as well as objections to the Execution Application, vide order, dated 5<sup>th</sup> August, 2026, by appointing Mr. Ashwani Kaushal, Advocate, as Local Commissioner to execute the lease deed and hand over the possession to the parties, in accordance with law.

10. The said order has been assailed by the defendants-Judgment Debtors, before this Court, by way of the instant petition, mainly, on the ground that the learned Executing Court has failed to appreciate the fundamental principles that the Executing Court is required to execute the decree strictly, in accordance with its terms and cannot enlarge, modify or travel beyond the decree.

11. According to the Judgment Debtors, the direction to the Local Commissioner to prepare and execute the proposed lease deed on behalf of the judgment

debtors, without first ensuring compliance with the mandatory statutory requirements, applicable to the transaction, amounts to enlarging the scope of execution proceedings, which is legally unsustainable.

12. The other ground for challenging the order passed by the learned Executing Court is that the learned Executing Court has failed to consider the objection with regard to the requirement of permission, under Section 118 of the Himachal Pradesh Tenancy and Land Reforms Act, as, it has specifically been pleaded by the Judgment Debtors that the Decree Holder did not possess the required permission.

13. As per the stand of the Judgment Debtors, the permission, allegedly obtained by the Decree Holder, has not been placed on record and in the absence of the original/authenticated copy of the same, the learned Executing Court could not have mechanically proceeded towards execution of the lease deed.

14. On the basis of the grounds, as taken in the present petition, Mr. Vijay Arora, Senior Advocate, assisted by Mr. Tarun Sharma, learned counsel appearing for the

Judgment Debtors, has prayed that the present petition may kindly be allowed, by setting aside the order, dated 5<sup>th</sup> August, 2026.

15. Per contra, Mr. Ajay Kochhar and Mr. Yash Raj Singh Deora, Senior Advocates, assisted by Mr. Vivek Thakur, learned counsel appearing for the Decree Holder, have prayed that the learned Executing Court has considered the objections raised by the Judgment Debtors to the proposed lease deed and after rejecting those objections, the Local Commissioner was directed to execute the document.

16. In addition to this, it has also been contended that this Court, in limited jurisdiction, under Article 227 of the Constitution of India, cannot re-appreciate the findings, like an appellate Court or a trial Court. To buttress their contention, learned senior counsel appearing for the Decree Holder have relied upon the decision of the Hon'ble Supreme Court in **Civil Appeal arising out of SLP (C) No. 13941 of 2021**, titled **M/s Garment Craft versus Prakash Chand Goel**.

17. The Judgment Debtors are before this Court, by way of the petition, filed under Article 227 of the Constitution of India, where, the scope of interference is limited, as has been held by the Hon'ble Supreme Court in **K. Valarmathi & Ors. versus Kumaresan, 2025 INSC 606**. Relevant para-9, of the said judgment, is reproduced, as under:

*“Essence of the power under Article 227 being supervisory, it cannot be invoked to usurp the original jurisdiction of the court which it seeks to supervise. Nor can it be invoked to supplant a statutory legal remedy under the Civil Procedure Code, 1908. For example, existence of appellate remedy under Section 96 of the Code operates as a near total bar to exercise of supervisory jurisdiction under Article 227.”*

18. In a recent decision in **Nandi Infrastructure Corridor Enterprises Ltd. & Anr. versus B. Gurappa Naidu & Ors., 2026 INSC 434**, the scope of interference, under Article 227 of the Constitution of India, has again been explained by the Hon'ble Supreme Court. Relevant para-35 of the said judgment, is reproduced, as under:

*“35. In short, the principles laid down in the above matters is as follows:*

*a) The power of superintendence under Article 227 is not to be exercised unless there has been an (a) unwarranted assumption of*

jurisdiction, not vested in Court or tribunal, or (b) gross abuse of jurisdiction or (c) an unjustifiable refusal to exercise jurisdiction vested in Courts or tribunals.

b) It is also well settled that the High Court while acting under this Article cannot exercise its power as an appellate court or substitute its own judgment in place of that of the subordinate court to correct an error, which is not apparent on the face of the record.

c) The High Court exercising supervisory jurisdiction does not act as a court of first appeal to reappreciate, reweigh the evidence or facts upon which the determination under challenge is based. Supervisory jurisdiction is not to correct every error of fact or even a legal flaw when the final finding is justified or can be supported. The High Court is not to substitute its own decision on facts and conclusion, for that of the inferior court or tribunal.

(Self emphasis supplied)

19. The same view has been taken by the Hon'ble Supreme Court in **M/s Garment Craft's** case (supra), as, relied upon by the learned senior counsel appearing for the Decree Holder. Relevant para-18 of the judgment, is reproduced, as under:

*"18. Having heard the counsel for the parties, we are clearly of the view that the impugned order is contrary to law and cannot be sustained for several reasons, but primarily for deviation from the limited jurisdiction exercised by the High Court under Article 227 of the Constitution of India. The High Court exercising supervisory jurisdiction does not act as a court of first appeal to reappreciate, reweigh the evidence or facts upon which the determination*

under challenge is based. Supervisory jurisdiction is not to correct every error of fact or even a legal flaw when the final finding is justified or can be supported. The High Court is not to substitute its own decision on facts and conclusion, for that of the inferior court or tribunal. The jurisdiction exercised is in the nature of correctional jurisdiction to set right grave dereliction of duty or flagrant abuse, violation of fundamental principles of law or justice. The power under Article 227 is exercised sparingly in appropriate cases, like when there is no evidence at all to justify, or the finding is so perverse that no reasonable person can possibly come to such a conclusion that the court or tribunal has come to. It is axiomatic that such discretionary relief must be exercised to ensure there is no miscarriage of justice. Explaining the scope of jurisdiction under Article 227, this Court in *Estralla Rubber v. Dass Estate (P) Ltd.*<sup>2</sup> has observed:

"6. The scope and ambit of exercise of power and jurisdiction by a High Court under Article 227 of the Constitution of India is examined and explained in a number of decisions of this Court. The exercise of power under this article involves a duty on the High Court to keep inferior courts and tribunals within the bounds of their authority and to see that they do the duty expected or required of them in a legal manner. The High Court is not vested with any unlimited prerogative to correct all kinds of hardship or wrong decisions made within the limits of the jurisdiction of the subordinate courts or tribunals. Exercise of this power and interfering with the orders of the courts or tribunals is restricted to cases of serious dereliction of duty and flagrant violation of fundamental principles of law or justice, where if the High Court does not interfere, a grave injustice remains uncorrected. It is also well settled that the High Court while acting under this article cannot exercise its

*power as an appellate court or substitute its own judgment in place of that of the subordinate court to correct an error, which is not apparent on the face of the record. The High Court can set aside or ignore the findings of facts of an inferior court or tribunal, if there is no evidence at all to justify or the finding is so perverse, that no reasonable person can possibly come to such a conclusion, which the court or tribunal has come to."*

20. Being guided by the above decisions, this Court would now proceed to determine as to whether the findings, so recorded by the learned Executing Court, fall within the definition of 'perversity' or the learned Executing Court has exceeded the jurisdiction vested in it in passing the order, or, has wrongly exercised the jurisdiction vested in it.

21. The term 'perverse' has nowhere been defined, however, the Hon'ble Supreme Court in **Arulvelu and another versus State represented by the Public Prosecutor and another**, reported in **(2009) 10 Supreme Court Cases 206**, has discussed the term 'perverse'. Relevant paragraphs 22 to 30 of the said judgment are reproduced, as under:

*"22. We have carefully perused the judgment of the trial court and the impugned judgment of the High Court. The trial court very minutely examined the entire evidence and all documents and exhibits on*

record. The trial court's analysis of evidence also seems to be correct. The trial court has not deviated from the normal norms or methods of evaluation of the evidence. By no stretch of imagination, we can hold that the judgment of the trial court is based on no evidence or evidence which is thoroughly unreliable and no reasonable person would act upon it and consequently the judgment of the trial court is perverse.

23. We also fail to arrive at the conclusion that the discussion and appreciation of the evidence of the trial court is so outrageously defies logic as to suffer from the vice of irrationality incurring the blame of being perverse and the findings rendered by the trial court are against the weight of evidence. The law is well settled that, in an appeal against acquittal, unless the judgment of the trial court is perverse, the Appellate Court would not be justified in substituting its own view and reverse the judgment of acquittal.

24. The expression 'perverse' has been dealt with in number of cases. In *Gaya Din (Dead) through LRs. & Others v. Hanuman Prasad (Dead) through LRs. & Others*, this Court observed that the expression 'perverse' means that the findings of the subordinate authority are not supported by the evidence brought on record or they are against the law or suffer from the vice of procedural irregularity.

25. In *Parry's (Calcutta ) Employees' Union v. Parry & Co. Ltd. & Others*, the Court observed that 'perverse finding' means a finding which is not only against the weight of evidence but is altogether against the evidence itself. In *Triveni Rubber & Plastics v. Collector of Central Excise, Cochin*, the Court observed that this is not a case where it can be said that the findings of the authorities are based on no evidence or that they are so perverse that no reasonable person would have arrived at those findings.

26. In *M. S. Narayanagouda v. Girijamma & Another*, the Court observed that any order made in conscious violation of pleading and law is a perverse order. In *Moffett v. Gough*, the Court observed that a perverse verdict may probably be defined as one that is not only against the weight of evidence but is altogether against the evidence. In *Godfrey v. Godfrey*, the Court defined 'perverse' as turned the wrong way,

not right; distorted from the right; turned away or deviating from what is right, proper, correct etc.

27. The expression "perverse" has been defined by various dictionaries in the following manner:

1. Oxford Advanced Learner's Dictionary of Current English Sixth Edition

Perverse: Showing deliberate determination to behave in a way that most people think is wrong, unacceptable or unreasonable.

2. Longman Dictionary of Contemporary English –

International Edition

Perverse: Deliberately departing from what is normal and reasonable.

3. The New Oxford Dictionary of English - 1998 Edition

Perverse: Law (of a verdict) against the weight of evidence or the direction of the judge on a point of law.

4. New Webster's Dictionary of the English Language (Deluxe Encyclopedic Edition)

Perverse: Purposely deviating from accepted or expected behavior or opinion; wicked or wayward; stubborn; cross or petulant.

5. Stroud's Judicial Dictionary of Words & Phrases, Fourth Edition

Perverse: A perverse verdict may probably be defined as one that is not only against the weight of evidence but is altogether against the evidence.

28. In Shailendra Pratap & Another v. State of U.P., the Court observed thus:

"8. ... We are of the opinion that the trial court was quite justified in acquitting the appellants of the charges as the view taken by it was reasonable one and the order of acquittal cannot be said to be perverse. It is well settled that appellate court would not be justified in interfering with the order of acquittal unless the same is found to be perverse. In the present case, the High Court has committed an error in interfering with the order of acquittal of the appellants recorded by the trial court as the same did not suffer from the vice of perversity."

29. In Kuldeep Singh v. The Commissioner of Police & Others, the Court while dealing with the scope of Articles 32 and 226 of the Constitution observed as under:

"9. Normally the High Court and this Court would not interfere with the findings of fact recorded at the domestic enquiry but if the finding of "guilt" is based on no evidence, it would be a perverse finding and would be amenable to judicial scrutiny.

10. A broad distinction has, therefore, to be maintained between the decisions which are perverse and those which are not. If a decision is arrived at on no evidence or evidence which is thoroughly unreliable and no reasonable person would act upon it, the order would be perverse. But if there is some evidence on record which is acceptable and which could be relied upon, howsoever compendious it may be, the conclusions would not be treated as perverse and the findings would not be interfered with."

30. The meaning of 'perverse' has been examined in H. B. Gandhi, Excise and Taxation Officer-cum-Assessing Authority, Karnal & Others v. Gopi Nath & Sons & Others 1992, this Court observed as under:

"7. In the present case, the stage at and the points on which the challenge to the assessment in judicial review was raised and entertained was not appropriate. In our opinion, the High Court was in error in constituting itself into a court of appeal against the assessment. While it was open to the respondent to have raised and for the High Court to have considered whether the denial of relief under the proviso to Section 39(5) was proper or not, it was not open to the High Court re-appreciate the primary or perceptive facts which were otherwise within the domain of the fact-finding authority under the statute. The question whether the transactions were or were not sales exigible to sales tax constituted an exercise in recording secondary or inferential facts based on primary facts found by the statutory authorities. But what

*was assailed in review was, in substance, the correctness - as distinguished from the legal permissibility - of the primary or perceptive facts themselves. It is, no doubt, true that if a finding of fact is arrived at by ignoring or excluding relevant material or by taking into consideration irrelevant material or if the finding so outrageously defies logic as to suffer from the vice of irrationality incurring the blame of being perverse, then, the finding is rendered infirm in law."*

22. Similar view has again been taken by the Hon'ble Supreme Court in **S.R. Tewari versus Union of India and another**, reported in **(2013) 6 Supreme Court Cases 602**. Relevant paragraph 30 of the said judgment is reproduced, as under:

*"30. The findings of fact recorded by a court can be held to be perverse if the findings have been arrived at by ignoring or excluding relevant material or by taking into consideration irrelevant/inadmissible material. The finding may also be said to be perverse if it is "against the weight of evidence", or if the finding so outrageously defies logic as to suffer from the vice of irrationality. If a decision is arrived at on the basis of no evidence or thoroughly unreliable evidence and no reasonable person would act upon it, the order would be perverse. But if there is some evidence on record which is acceptable and which could be relied upon, the conclusions would not be treated as perverse and the findings would not be interfered with. (Vide: [Rajinder Kumar Kindra v. Delhi Administration](#), [Kuldeep Singh v. Commissioner of Police & Ors.](#), [Gamini Bala Koteswara Rao & Ors. v. State of Andhra Pradesh](#) thr. Secretary and [Babu v. State of Kerala](#))."*

23. Being guided by the above decisions, now, this Court would proceed further to ascertain the fact whether

the learned Executing Court has wrongly allowed the Execution Application and dismissed the objections.

24. The perusal of the record shows that along with the Execution Application, which has been filed on 25<sup>th</sup> October, 2018, draft of lease deed has been annexed by the Decree Holder. In para-11 of the Execution Application, it has categorically been mentioned that the Government has granted permission to the Decree Holder, vide letter Rev. B F (10)-237/2005, part-II, dated 6<sup>th</sup> February, 2015. Even, in the draft of lease deed, reference has been made to the fact that the permission has been accorded in favour of the Decree Holder, under Section 118 of the H.P. Tenancy and Land Reforms Act.

25. In the objections, which were filed against the draft of lease deed, objection has been raised, with regard to the impediment of the Decree Holder, to obtain the lease, i.e. the permission required under Section 118 of the H.P. Tenancy and Land Reforms Act. The said objection, to the considered opinion of this Court, after the permission from the Government, under Section 118 of the H.P.

Tenancy and Land Reforms Act, is not available to the Judgment Debtors.

26. Even otherwise, when, it has specifically been mentioned in the draft of lease deed, that the permission under Section 118 of the H.P. Tenancy and Land Reforms Act, has already been obtained, then, after passing of the decree, it, to the considered opinion of this Court, does not lie in the mouth of the Judgment Debtors to contend that the draft of lease deed is pre-mature, as, the compliance of the provisions of the H.P. Tenancy and Land Reforms Act has been done by the Decree Holder.

27. Learned senior counsel appearing for the Judgment Debtors could not explain as to how the permission granted under Section 118 of the H.P. Tenancy and Land Reforms Act has not been complied with, by the Decree Holder. On the basis of the vague averments, this Court cannot interfere with the order passed by the learned Executing Court, more so, under the limited jurisdiction, under Article 227 of the Constitution of India.

28. In this case, it has also vehemently been argued by the learned senior counsel appearing for the Judgment

Debtors that the order passed by the learned Executing Court is *de hors* the reasoning contained therein, as, in the order, impugned herein, till para-11, the factual position has been re-asserted by the learned Executing Court; in para-12, the factual position with regard to the permission under Section 118 of the H.P. Tenancy and Land Reforms Act has been discussed and in para-13, the Execution Application has been allowed and the objections have been ordered to be rejected.

29. The learned Executing Court is bound to execute the decree and its jurisdiction is confined only to the objections, which have been filed by the Judgment Debtors, if those objections fall within the definition of 'execution, discharge and satisfaction of the decree'.

30. In this case, the objections, which have been filed, are regarding the permission, under Section 118 of the H.P. Tenancy and Land Reforms Act, estoppel, *locus standi*, non-joinder of necessary parties. The above stand of the Judgment Debtors, being defendants, has been considered by the learned trial Court, as well as, the learned First Appellate Court and the learned Executing

has no jurisdiction to re-consider/re-decide those averments. The relationship of the parties is governed by the agreement of lease, upon which, the suit of the plaintiff-decree holder has been decreed, which has attained finality.

31. Reliance has also been placed by the learned counsel for the parties, upon the judgment of the Hon'ble Supreme Court, in **Rajbir versus Suraj Bhan and another**, reported in **(2022) 14 Supreme Court Cases 609**. Relevant paras-13 to 15 of the judgment, are reproduced, as under:

*"13. The present is indeed a case where the decree in question provides for the execution of the document. The document is the document of sale as contemplated under the decree. Therefore, Order 21 Rule 34 is clearly attracted. It contemplates that if the judgment-debtor neglects or refuses to obey the decree, the decree-holder is to prepare a draft of the document. In this case, the draft of the document is the draft sale deed. The draft of the sale deed must further be in accordance with the terms of the decree. It is to be delivered to the court. Thereupon, it is not required that the decree-holder must directly deliver it to the judgment-debtor. The procedure, therefore, is that the decree-holder must make it available to the Court. Under Order 21 Rule 34, it becomes the duty of the court to thereupon cause the draft to be served upon the judgment-debtor. There must be a notice inviting objections and the court may fix a time within which objections are to be filed. The judgment-debtor may or may*

not object. Order 21 Rule 34 sub-rule (3) contemplates a situation where the judgment-debtor objects. This is to be contained in writing within the time provided. The court is duty-bound to make an order approving or altering the draft as it thinks fit. This is of considerable importance having regard to what may follow subsequently on the strength of the decree. It is also important from the point of view of the role of the executing court which is to act in conformity with the decree.

14. It is well settled that the executing court cannot go beyond the decree. The decree must be executed as it is. Though, it is indeed open to the executing court to construe the decree; it cannot go beyond the decree. Therefore, when objections are filed pointing out in a given case that the proposed draft of the sale deed is not in conformity with the decree, it becomes the duty of the executing court to apply its mind and to make alterations in the draft, if needed, to make it in conformity with the decree. It will be thereafter that the decree-holder is to deliver it to the court with the alterations if any made by the court, on proper stamp paper, if required and the execution of the document is effected by the court or the officer appointed. There are other formalities contemplated in regard to registration, all of which take place only after the procedure which is contemplated in Order 21 Rule 34 sub-rules (1) to (4) is followed.

15. In the facts of this case, we may notice the order which is impugned by the appellant before the High Court. We notice from the order that the proposed sale deed is seen taken on file. Thereafter the court refers to the application filed for appointment of a Local Commissioner for the execution of the sale deed. The court refers to the decree bearing the date 4-1-2013. Thereafter, the court says that in the light of the present facts and circumstances the present application was allowed. The Civil Nazar of the Court was appointed as Local Commissioner who was directed to carry out the formalities for

*execution of the sale deed in accordance with the terms and conditions of the agreement after getting the approved draft sale deed from the court and report to this effect was to be submitted in the court well before 6-7-2019. This order is dated 30-5-2019. The sale deed came to be executed on 11-6-2019. Thus, this is a case where the court did not invite objections of the appellant to the draft sale deed but the application of the respondents for appointment of the Commissioner to execute the sale deed is allowed, no doubt, taking note of the order of the same date, rejecting the objections of the appellant to the execution of the decree.*

32. If, the facts and circumstances of the present case, are seen in light of the decision of the Hon'ble Supreme Court, in **Rajbir's** case (supra), then, the objections, which have been filed by the Judgment Debtors, under Section 47 of the CPC, as well as, objections to the draft of lease deed, have rightly been considered by the learned Executing Court. Also, when, the document, governing the relationship of the parties, contains the period of lease to be 99 years, then, the objection, as contained in para-7 of the objections to the draft of lease deed, has rightly been rejected, by the learned Executing Court. Mere lack of reasoning does not render the order passed by the learned Executing Court perverse. Only the said deficiency does not justify the

interference by this Court, in the exercise of its supervisory jurisdiction, under Article 227 of the Constitution of India, which is inherently limited in scope.

33. Considering all these facts, this Court is of the opinion that there is nothing on the record to hold that the findings, so recorded by the learned Executing Court, fall within the definition of 'perversity' or the learned Executing Court has exceeded the jurisdiction vested in it in passing the order, or, has wrongly exercised the jurisdiction vested in it. Consequently, the petition is dismissed.

34. Any of the observations, made hereinabove, shall not be taken as an expression of opinion, on the merits of the case, as these observations, are confined, only, to the disposal of the present petition.

35. Parties, through their respective counsel, are directed to appear before the learned Executing Court, on **7<sup>th</sup> September, 2026**, at 10.00 a.m.

36. Pending applications, if any, shall also stand disposed of accordingly.

37. Send down the record forthwith, through special messenger, so as to reach the learned Executing Court, well before the date fixed.

( Virender Singh )  
Judge

**September 03, 2026**  
( rajni )