



IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

R/SPECIAL CIVIL APPLICATION NO. 2376 of 2026

FOR APPROVAL AND SIGNATURE:

HONOURABLE MR. JUSTICE MAULIK J.SHELAT

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Approved for Reporting	Yes	No
		✓
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HIRENBHAI CHIMANBHAI RAJYAGURU & ORS.

Versus

ABDULMAHAMAD JUMMAHASAN MASKATWALA & ANR.

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Appearance:

MR. KAUSHAL MODI, FOR MR ASHISH M DAGLI(2203) for the Petitioner(s)
No. 1,2,3

MR. CHIRAGKUMAR UPADHYAY, ASST. GOVERNMENT PLEADER for the
Respondent(s) No. 2

MR. MAULIK M SONI(7249) for the Respondent(s) No. 1

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CORAM: HONOURABLE MR. JUSTICE MAULIK J.SHELAT

Date : 25/08/2026

JUDGMENT

1. By way of the present petition, the petitioners have prayed to quash and set aside the judgment and order dated 9.9.2025 passed by the learned Additional Senior Civil Judge, Rajula, District Amreli in Execution Application No.21 of 2023.

2. Heard learned advocate Mr. Kaushal Modi for learned advocate Mr. Ashish M. Dagli for the petitioners, learned AGP Mr. Shivam Dixit as well as learned advocate Mr. Maulik M. Soni for the concerned

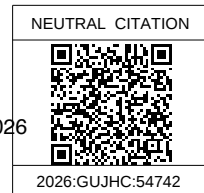


respondent/s. Perused the record. With the consent of parties, the matter is taken up for final disposal today itself.

2.1 **RULE** returnable forthwith. Mr. Maulik Soni, learned advocate waives service of notice of Rule for and on behalf of respondent No.1 as also Mr. Chiragkumar Upadhyay, learned AGP waives service of notice of rule for and on behalf of respondent No.2.

3. Brief facts of the case are as under:-

4. The petitioners had filed Special Civil Suit No.49 of 2017 before the learned Additional Senior Civil Judge, Rajula, challenging the Sale Deed dated 20.7.2010 in respect of ancestral land bearing Survey No.135/1 Paiki-1. During pendency of the suit, the land came to be acquired for National Highway purposes and compensation was determined. Since the land stood in the name of respondent No.1, the compensation was payable to him. The parties, thereafter, amicably settled the dispute and a Compromise Decree dated 25.04.2023 came to be passed. Under the compromise, respondent No.1 agreed to pay Rs.1,60,00,000/- with 9% interest p.a. from the date of filing of application till realization to the petitioners. The decree recorded that compensation received from the Authority would first be deposited in the



account respondent No.1, and thereafter, he would pay to the petitioners. respondent No.1 admittedly received substantial compensation, including amounts aggregating to approximately Rs.8.48 crores in 2023, but failed to pay the decretal amount. The petitioners filed Execution Application No.21 of 2023 seeking enforcement of the decree. The learned Executing Court, by order dated 9.9.2025, rejected the execution application considering it as “premature,” holding that full compensation had not yet been received and the decree was conditional. Being aggrieved and dissatisfied with the impugned judgment and award, the petitioner has preferred the present petition.

5. Learned advocate for the petitioners submitted that a compromise decree has the force of a contract with the seal of the Court and is fully executable like any other decree. The learned Executing Court could not go behind the decree or dilute its effect. Respondent No.1 has admittedly received compensation. Once sufficient funds are received, the obligation to pay crystallizes and becomes immediately enforceable. The Respondent’s failure to pay despite receipt of compensation cannot be used to defeat execution. The learned Executing Court erred in interpreting the decree as conditional and refusing execution. The liability to pay arose upon receipt of compensation, which has already occurred.



Even otherwise, the decree does not require receipt of entire compensation before payment. No other submissions are made except the above.

6. Learned advocate for the respondents submitted that the Compromise Decree dated 25.04.2023 clearly incorporates a condition precedent, namely that the entire compensation amount (principal + interest) must first be deposited in the Bank account of respondent No.1. It is also submitted that only upon occurrence of this event the obligation to pay the petitioners arise. Until such condition is fulfilled, the decree does not become executable. It is a settled principle that learned Executing Court must execute the decree strictly in terms of its language and cannot modify or reinterpret it. The admitted position is that the entire compensation amount has not yet been received from the Land Acquisition Authority. The decree specifically contemplates receipt of the entire compensation amount, not partial payments. Therefore, the triggering event for payment has not yet occurred. In absence of fulfillment of the condition precedent, no enforceable obligation has arisen. Consequently, the Execution Application was premature, and the learned Executing Court has rightly rejected the same. The learned Executing Court has correctly interpreted the decree and exercised



jurisdiction within settled legal parameters. The impugned order does not suffer from perversity, illegality, or jurisdictional error warranting interference. No other submissions are made except the above.

7. I have considered the submissions canvassed by learned advocate for the appellant and also perused papers available on record.

8. In the aforesaid facts and circumstances, the impugned order dated 09.09.2025 passed by the learned Executing Court suffers from non-consideration of material aspects and an erroneous interpretation of the Compromise Decree, resulting in failure to exercise jurisdiction vested in it. The learned Executing Court has rejected the execution proceedings at the threshold without undertaking a proper examination of the nature of the decree, the extent of compliance, and the rights flowing therefrom. The issue as to executability of the decree, therefore, warrants fresh and comprehensive consideration. It is evident from record that petitioner as per consent decree was entitled to receive the amount Rs.1,60,00,000/-. An amount of Rs.8.48 crores has been received by the respondent. The learned Executing Court has only to see and consider the terms of decree and has to see that judgment creditor receives the fruits of decree. The rejection of execution on the ground of execution being premature is an error of fact and law considering the fact that out of total compensation



amount deposited, petitioner is only entitled to Rs.1,60,00,000/- as per decree.

9. In the interest of justice, it would be appropriate that the impugned order is hereby quashed and set aside and the matter is remanded back to the learned Executing Court for adjudication afresh on merits, after granting reasonable opportunity to both parties. Further the learned Executing Court is directed to dispose of the Execution Application as expeditiously as possible so that the parties are not subjected to further delay and the decree is given its due effect in accordance with law. It is further directed that both the parties shall cooperate the learned Executing Court for expeditious hearing of the proceedings without asking for unnecessary adjournments.

10. In view of aforesaid, the present petition is partly allowed. Rule is made absolute to the aforesaid extent.

Lalji Desai

(MAULIK J.SHELAT,J)