

**ORDER SHEET  
IN THE HIGH COURT OF SINDH AT KARACHI**

Execution No. 41 of 2022

-----  
Date: Order with signature of the Judge  
-----

For hearing of Execution Application along with office objection and reply  
of advocate

**10.10.2023**

Mr. Muhammad Arif Shaikh, advocate for the decree holder  
Mr. Muhammad Javed, advocate for judgment debtor

In Suit No. 223 of 2021, an application<sup>1</sup> was filed under Order XXIII Rule 3 CPC for compromise. The said application was *admittedly* executed by the plaintiff, defendant and their respective counsel. As a consequence thereof the compromise was allowed and the suit was decreed in terms thereof, vide order dated 16.03.2021. This present execution seeks to enforce the said decree.

Objections have been filed on behalf of the judgment debtor, albeit through another counsel. The signing / execution of the compromise application has been admitted by the learned counsel and this is also not denied that the judgment and decree are in consonance therewith. The only objection pleaded / articulated is a bald allegation that the consideration was other than that which was recorded in the compromise application and consequently the judgment / decree. There is nothing demonstrated by the learned counsel to give any credence to the allegation (couched as an objection).

This narrative contained in the objection is found to be self-contradictory, as admittedly the compromise application had been signed / preferred by the defendant, the affidavit in support thereof sworn before the A&I branch of the High Court was executed by the defendant; and no justification has provided as to why the same was done if the agreement *inter se* was purportedly otherwise. It could not be the judgment debtor's case that his sworn affidavit was false to his knowledge. It is settled law that an executing court does not travel beyond the decree and the learned counsel has failed to demonstrate any infirmity in respect thereof, hence, the objections filed herein are hereby rejected / dismissed.

---

<sup>1</sup> Being CMA 4956 of 2021.

The decree holder's counsel drew attention to paragraph No.5 of the underlying compromise application which reads as follows:

*“That the defendant shall execute Sale Deed in favour of the Plaintiff or his nominee before the concerned Registrar within 15 days from the date of order passed on this application. In case of his failure the Nazir of this Honourable Court shall execute Sale Deed on behalf of the Defendant in favour of the Plaintiff or his nominee”*

In view of the foregoing this execution application is allowed and the Nazir is directed to execute the sale deed in favour of the decree holder or his nominee.

**J U D G E**

Amjad/PA