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CASE COMMENT: SULTHAN SAID IBRAHIM V. PRAKASAN & ORS., 2025 INSC 767

Saatvik¹

I. ABSTRACT

This case comment analyses the decision of the Supreme Court of India in Sulthan Said Ibrahim v. Prakasan & Ors., 2025 INSC 767, which addresses significant procedural questions concerning impleadment of parties, the doctrine of res judicata, and the consequences of decrees for specific performance. The dispute arose from a suit seeking specific performance of an agreement to sell immovable property. After prolonged litigation across multiple judicial forums, the controversy before the Supreme Court primarily concerned whether a party impleaded as a legal representative under Order XXII of the Code of Civil Procedure, 1908 could subsequently seek deletion from the array of parties under Order I Rule 10(2) CPC, and whether such an application would be barred by the principle of res judicata. The Court examined the procedural history of the dispute, including the execution proceedings and applications for rescission of the contract under the Specific Relief Act, 1963. It reaffirmed that objections relating to impleadment must be raised at the earliest possible stage, and failure to do so may attract the bar of constructive res judicata. The judgment also clarified that where a decree for specific performance is granted in respect of immovable property held in exclusive possession of the defendant, delivery of possession may follow as an implied consequence of the decree even if not expressly granted. The ruling reinforces the importance of procedural finality and discourages litigants from raising belated objections aimed at delaying execution proceedings. By reaffirming established jurisprudence on res judicata and the scope of impleadment under the Code of Civil Procedure, the decision contributes to the broader objective of ensuring certainty and efficiency in civil litigation.

II. KEYWORDS

Res Judicata; Constructive Res Judicata; Specific Performance; Order I Rule 10 CPC; Impleadment of Legal Representatives.

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| Petitions No. | Special Leave Petition (C) No. 4307 Of 2022 |
| Appeal No. | Civil Appeal No. 7108 of 2025 |
| Court | Supreme Court of India |
| Jurisdiction | Civil Appellate Jurisdiction |
| Counsel for Appellant | Mr. V. Chitambaresh |
| Counsel for Respondents | Mr. Mukund P. Unny for Respondent No. 1 |
| Bench | Division Bench comprising of Justice J.B Pardiwala and Justice R. Mahadevan. |
| Date of Judgement | 23 May 2025 |

III. FACTUAL MATRIX OF THE CASE

The respondent no. 1 (hereinafter also referred to as the “original plaintiff”) had previously instituted a suit against the grandmother of the appellant (hereinafter referred to as the “original defendant”), seeking specific performance of the agreement to sell entered into between the original plaintiff and the original defendant. Under this agreement, the original defendant agreed to transfer the suit property to the original plaintiff for a total consideration of Rs. 6,00,000/-, subject to payment of the balance sale consideration of Rs. 1,50,000/- within three months from the execution of the agreement. The said agreement was witnessed, inter alia, by the appellant.

Before the Trial Court, the original plaintiff contented that he, since the beginning, had the willingness to make payment of the remaining balance. However, the original defendant was persistently refusing to execute the sale deed, prompting him to institute a suit for specific performance. The Trial Court was pleased to pass an ex-

parte decree in favour of the original plaintiff and directed the original defendant to execute the sale deed upon payment of the balance consideration. The original defendant's appeal to set aside the ex-parte decree was dismissed by the Trial Court, but on appeal, was allowed by the High Court, thereby restoring the suit for trial.

Upon restoration, the original defendant denied the existence of agreement to sell between the parties and submitted that he had merely taken loan from the original plaintiff by pledging certain documents in respect of the suit property, which were later misused to fabricate agreement to sell. Rejecting the defendant's arguments, the Trial Court ruled in favour of the original plaintiff and directed the original defendant to execute the sale deed upon payment of the remaining sale consideration. The original defendant challenged this order before the High Court which, however, came to be dismissed. A further challenge made before the Supreme Court by way of SLP also came to be dismissed, thereby reiterating the Trial Court's decree.

Despite receipt the balance consideration, the original defendant failed to execute the sale agreement which compelled the plaintiff to move an interlocutory application under Section 28(5)² read with Order XXI Rule 19 of the Code of Civil Procedure³, seeking the execution of decree. During pendency of the execution proceedings, the original defendant passed away, and the original plaintiff moved an application seeking impleadment of legal heirs of the original defendant, which was ultimately allowed by the Trial Court.

Some of the legal heirs of the original defendant submitted that even if an agreement to sell were to be executed, there was no obligation to hand over the possession to the original plaintiff as the same relief wasn't granted by the Court despite having been prayed for. Furthermore, it was claimed that since the original plaintiff had failed to make the payment of the remaining sale consideration within the stipulated time and had deposited only a part sum of the remaining balance after deducting the costs awarded by the Trial Court while decreeing the suit, the contract stood rescinded. Subsequently, they also moved an application under section 28 of the Specific Relief

² Specific Relief Act, § 28(5), No. 47, Acts of Parliament, 1963 (India).

³ Code of Civil Procedure, Order XXI, r. 19, No. 5, Acts of Parliament, 1908 (India).

Act, 1963⁴ seeking the same declaration. The Principal Sub Court dismissed their application, holding that the plaintiff's deposited sum was valid and in adherence with the High Court's earlier directions, and that possession of the property was implicit in the decree for specific performance. The same position was reiterated by the High on revision and the plea for rescission of contract was dismissed.

Afterwards, the appellant filed an application under Order I Rule 10(2) of the CPC⁵ seeking deletion of his name from the array of parties, contending that he was not a legal heir of the original defendant as per the tenets of the Muslim Personal Law and therefore, he was wrongly impleaded in the present suit. He further contended that his tenancy rights in the suit property, which he inherited from his father, cannot be adjudicated in the execution proceedings. The Trial Court dismissed the appellant's application, labelling it as frivolous and obstructive, particularly when such issues were not raised antecedent in time, at the appropriate stage.

The appellant challenged the order before the High Court which dismissed the same. It was categorically held that the impleadment of the appellant was valid and an application for the deletion of his name from the memo of parties was barred by res judicata. The High Court also ruled that the appellant's claim for independent possession could not be entertained at the execution stage. It is against the backdrop of the facts and procedural history enunciated above that the present appeal has been preferred by the appellant.⁶

A. Research Objectives

1. To examine the application of the doctrine of res judicata and constructive res judicata under Section 11 of the Code of Civil Procedure, 1908, particularly in relation to objections raised at different stages of the same proceeding.

⁴ Specific Relief Act, § 28, No. 47, Acts of Parliament, 1963 (India).

⁵ Code of Civil Procedure, Order I, r. 10(2), No. 5, Acts of Parliament, 1908 (India).

⁶ Sulthan Said Ibrahim V. Prakasan & Ors., 2025 INSC 767.

2. To analyse the scope and limitations of the court's power under Order I Rule 10(2) CPC in relation to addition or deletion of parties after an impleadment order has attained procedural finality.
3. To evaluate the procedural framework governing the determination of legal representatives under Order XXII Rules 4 and 5 CPC, particularly where claims relating to personal law (such as Muslim inheritance rules) are raised.
4. To assess the extent to which independent claims of tenancy or title may be raised during execution proceedings, and the limitations placed on executing courts in adjudicating such claims.
5. To analyse the legal consequences of a decree for specific performance of an agreement for sale of immovable property, particularly whether such a decree implicitly includes the relief of possession.

B. Research Questions

1. Does the doctrine of constructive res judicata under Explanation IV to Section 11 CPC bar a party from challenging an impleadment order when no objection was raised at the appropriate procedural stage?
2. To what extent can the discretionary powers of courts under Order I Rule 10(2) CPC be invoked after a party has already been impleaded under Order XXII CPC?
3. How does the procedural determination of legal representatives under Order XXII Rule 5 CPC interact with the substantive rules of inheritance under Muslim Personal Law?
4. Can an executing court adjudicate claims of independent tenancy or title raised by a party during execution proceedings?
5. Does a decree for specific performance of a contract for sale of immovable property necessarily carry with it the implied relief of possession?

IV. ISSUES UNDER CONSIDERATION

1. Whether the High Court erred in dismissing the appellant's original petition on the ground that the I.A. seeking deletion of the appellant's name from the array of parties was barred by *res judicata*?
2. Whether the appellant's claim of independent tenancy rights over the suit property could be adjudicated during the course of execution proceedings?
3. Whether, in the peculiar facts and circumstances of the case, the decree for specific performance also implied a transfer of possession of the suit property?

V. LEGAL PROVISIONS INVOLVED

A significant provision interpreted in this case was section 11 of CPC, which embodies the principle of *res judicata* and reads as follows: *"No Court shall try any suit or issue in which the matter directly and substantially in issue has been directly and substantially in issue in a former suit between the same parties, or between parties under whom they or any of them claim, litigating under the same title, in a court competent to try such subsequent suit or the suit in which such issue has been subsequently raised, and has been heard and finally decided by such Court."*⁷ Furthermore, explanation IV to the section 11 articulates the principle of constructive *res judicata* and reads as follows: *"Any matter which might and ought to have been made ground of defence or attack in such former suit shall be deemed to have been a matter directly and substantially in issue in such suit."*⁸

Another provision which was examined in this case was Order I Rule 10 (2), which vests discretionary powers in the Court to strike out or add parties and reads as follows: *"The Court may at any stage of the proceedings, either upon or without the application of either party, and on such terms as may appear to the Court to be just, order that the name of any party improperly joined, whether as plaintiff or defendant, be struck out, and that the name of any person who ought to have been joined, whether as plaintiff or defendant, or whose presence before the Court may be necessary in order to enable the Court effectually and completely to adjudicate upon and settle all the questions involved in the suit, be added."*⁹

⁷ Code of Civil Procedure, § 11, No. 5, Acts of Parliament, 1908 (India).

⁸ Code of Civil Procedure, § 11, expl. IV, No. 5, Acts of Parliament, 1908 (India).

⁹ *supra* note 4.

The Court for the purposes of detailed examination also referred rules 4 and 5 of Order XXII CPC. Rule 4 provides the procedure for substitution of legal representatives of a deceased defendant. Sub-rule (2) of the said rule entitles the person so impleaded to make any defence appropriate to their character as legal representative.¹⁰ Furthermore, Rule 5 mandates that “*where a question arises as to whether any person is or is not the legal representative of a deceased plaintiff or defendant, such question shall be determined by the Court.*”¹¹

Certain provisions of the Specific Relief Act, 1963 were also invoked by the parties and deliberated upon by the Court. Section 22 of the Specific Relief Act, 1963 provides that in a suit for specific performance of a contract for the transfer of immovable property, the plaintiff may, in an appropriate case, claim possession of the property, or partition and separate possession, in addition to the relief of specific performance. Moreover, Section 28 stipulates that “*where a decree for specific performance of a contract has not been complied with by the purchaser, the Court may, on application, rescind the contract and order restitution of benefits received under it.*”¹²

VI. ARGUMENT ON BEHALF OF THE APPELLANT

Ld. Counsel for the appellant contended that the High Court had erred in holding that the application for deletion of the appellant’s name was barred by *res judicata* under Section 11 of the CPC, merely because no objection had been raised at the time of impleadment of the legal heirs. The appellant further argued that under the rules of Mohammedan inheritance, he did not qualify as a legal heir of the original defendant and had therefore been wrongly impleaded in the execution proceedings. According to the appellant, his relationship with the deceased did not fall within the recognised categories of heirs under Muslim Personal Law, and consequently, his presence as a party to the proceedings was legally unsustainable.

Furthermore, it was submitted that the appellant possessed independent tenancy rights in the suit property, which he had inherited from his father, and that such rights

¹⁰ Code of Civil Procedure, Order XXII, r. 4, No. 5, Acts of Parliament, 1908 (India).

¹¹ Code of Civil Procedure, Order XXII, r. 5, No. 5, Acts of Parliament, 1908 (India).

¹² *supra* note 3.

could not be adjudicated within the limited scope of execution proceedings. The appellant contended that the executing court could not determine questions relating to independent title or tenancy and that the decree-holder would be required to pursue appropriate proceedings to establish any claim affecting such rights.

The learned counsel further stressed that proceedings under Order I Rule 10(2) of the Code of Civil Procedure, 1908 are essentially discretionary and summary in nature and therefore cannot operate as *res judicata* so as to bar a subsequent challenge to impleadment. Reliance in this regard was placed on *Mumbai International Airport (P) Ltd. v. Regency Convention Centre & Hotels (P) Ltd.*, (2010) 7 SCC 417, where the Supreme Court clarified that courts retain wide discretion to add or strike out parties at any stage of the proceedings.

The appellant also relied on *Ramankutty Guptan v. Avara*, (1994) 2 SCC 642 / AIR 1994 SC 1699, to contend that courts retain supervisory jurisdiction over a decree for specific performance even after its passing, particularly in matters relating to compliance with the terms of the decree. It was lastly submitted that the appellant had no role in the application filed for rescission of the contract and could not be burdened with consequences arising therefrom.

VII. ARGUMENTS ON BEHALF OF THE RESPONDENTS

The learned counsel for respondent no.1 submitted that the present appeal has been moved with a dishonest intention to obstruct the execution proceedings, even though the decree had attained finality. This had the effect of virtually paralysing the respondent no. 1 in obtaining possession of the suit property. The learned counsel placed reliance on the impugned judgement of the High Court, wherein it was categorically held that the impleadment under Order I Rule 10(2) of the CPC¹³ was valid and had already attained finality and, therefore, the appellant was no longer in a position to challenge the same since it was barred by *res judicata*.

The learned counsel further contended that in the past as well, the appellant had deliberately moved several interlocutory applications to delay the execution of the

¹³ *supra* note 4.

decree for specific performance. He also brought to the notice of the Hon'ble Court that an application seeking rescission of the contract, was dismissed by both the Trial Court and High Court. The Counsel also emphasized that the sale deed has already been executed at the direction of the Trial Court. However, the appellant had deliberately locked the premises, making it virtually difficult for the original plaintiff to obtain the actual physical possession. Arguably, the present appeal was, therefore, rendered infructuous as it sought relief that had become irrelevant in the face of completed proceedings.¹⁴

VIII. JUDGMENT

The judgment in this case was delivered by a two-judge bench of the Supreme Court comprising Justice J. B. Pardiwala and Justice R. Mahadevan, with Justice J. B. Pardiwala authoring the opinion for the Bench. The Court examined several procedural and substantive questions relating to impleadment of parties, the application of the doctrine of res judicata, the scope of execution proceedings, and the consequences of a decree for specific performance.

For analytical clarity, the Court's reasoning may be understood through its Ratio Decidendi and Obiter Dicta, as discussed below.

A. Ratio Decidendi

The central ratio of the decision lies in the Court's application of the doctrine of constructive res judicata under Explanation IV to Section 11 of the Code of Civil Procedure, 1908. The Supreme Court held that where a party has been impleaded as a legal representative under Order XXII Rule 4 CPC and has been afforded an opportunity to challenge such impleadment, failure to raise objections at the appropriate stage bars that party from subsequently seeking deletion from the array of parties by invoking Order I Rule 10(2) CPC.

The Court observed that the appellant had been duly served when the application for impleadment of the legal heirs of the deceased defendant was moved and had entered appearance in the proceedings. Despite having full knowledge of the proceedings, the

¹⁴ *supra* note 5.

appellant did not challenge his impleadment for several years and participated in subsequent proceedings, including those arising under Section 28 of the Specific Relief Act, 1963. The belated application seeking deletion of his name was therefore held to be barred by constructive res judicata, as the objection “might and ought” to have been raised earlier.

The Court reiterated the settled principle that the doctrine of res judicata applies not only to separate suits but also to different stages of the same proceeding, relying on precedents such as *Bhanu Kumar Jain v. Archana Kumar* and *Satyadhyan Ghosal v. Deorajin Debi*. Even if an order is alleged to be erroneous, it continues to bind the parties unless it is set aside through appropriate appellate proceedings.

With respect to the third issue concerning the appellant’s alleged independent tenancy rights, the Court held that such claims could not be adjudicated within the scope of the execution proceedings. The executing court is bound by the terms of the decree and cannot entertain disputes relating to independent title or tenancy that were not part of the original suit. Consequently, the appellant could not resist execution of the decree by asserting independent tenancy rights in the executing court.

The Court further clarified that where the defendant is in exclusive possession of the property, a decree for specific performance of a contract for sale ordinarily carries with it the implied relief of possession, even if possession has not been expressly granted in the decree.

B. Obiter Dicta

In addition to the operative legal reasoning, the Court made broader observations regarding the functioning of the justice delivery system and the misuse of procedural mechanisms by litigants. Justice Pardiwala observed that civil litigation often becomes protracted due to repetitive interlocutory applications and procedural manoeuvres, which frustrate the legitimate expectations of decree-holders seeking enforcement of judicial orders.

The Court emphasised that procedural provisions such as Order I Rule 10 CPC must be applied in a manner that advances the cause of justice rather than enabling

obstruction or delay. Judicial discretion under these provisions, though wide, must always be exercised in furtherance of fairness, finality, and efficiency in adjudication. These observations underscore the broader judicial philosophy that procedural law should function as a facilitator of justice rather than an instrument for prolonging litigation.

C. Final Decision

Upon examining the facts and applicable legal principles, the Supreme Court found no error in the concurrent findings of the Trial Court and the High Court. The appeal was accordingly dismissed with costs, and the executing court was directed to ensure delivery of vacant and peaceful possession of the suit property to the decree-holder within two months, if necessary with police assistance.

D. Impleadment of Legal Heirs under Order XXII

The Apex Court examined the facts under consideration and noted that upon the death of the original defendant, the appellant, along with other heirs, was impleaded in the execution proceedings under Order XXII Rule 4 CPC¹⁵. While referring to the Sub-rule (2) of the said rule¹⁶, the Court emphasized that the provision enables such impleaded parties to take up defence as regards his character as the legal representative of the deceased defendant. Moreover, the Court also referred Order XXII Rule 5¹⁷ and remarked that the question regarding whether any person is or is not the legal representative of a deceased defendant shall be ascertained by the court.

The Apex Court concurred with the observations made by the Trial Court that when the application for the impleadment of legal heirs of the deceased defendant was moved by the original plaintiff, the appellant was duly served, entered appearance, and had the perfect opportunity to object to his impleadment, however, he chose to not challenge the same and remain silent for over four years. By not raising objections at the appropriate stage, the appellant virtually waived his right to contest his

¹⁵ *Supra* note 8.

¹⁶ *id.*

¹⁷ *Supra* note 9.

impleadment, and allowing the same, now, would have the effect of prolonging the litigation, adding to the frustration of the parties.¹⁸

E. Application of Order I Rule 10 Post Impleadment

The Highest Court of the land reaffirmed that although the power under Order I Rule 10¹⁹ may be exercised at any stage of the proceedings by Courts, yet this power is not unfettered and must be exercised sparingly. The Court, in particular, remarked that once a party has been impleaded under Order XXII²⁰ following due inquiry by the court, and after sufficient opportunity to raise objections has been afforded, the provision under Order I Rule 10(2)²¹ cannot be used to challenge that impleadment, especially when such opportunity was not availed of at the appropriate stage.

The Court, pointing towards the lapse on the part of the appellant, observed that despite being a respondent in subsequent proceedings under Section 28 of the Specific Relief Act²², both before the Trial Court and the High Court, the appellant never objected to his impleadment as one of the legal heirs. Notably, he moved an application for deletion only after an adverse order in the revision proceedings. All these facts, according to the Court, clearly indicate malicious intention on part of the appellant to unreasonably cause sufferings to the original plaintiff.²³

F. Principle of Res Judicata

The Supreme Court upheld the High Court's dismissal of the appellant's application on the ground that it was barred by res judicata. The Court referred to the plethora of judgements to substantiate its stance on the application of principle of res judicata, aligning with the facts and circumstances of the present case. It was categorically held in *Bhanu Kumar Jain v. Archana Kumar*²⁴ that the principle of res judicata is applicable not just to separate proceedings but also to different stages of the same proceeding. This position was further elaborated upon by referring to earlier precedents such as

¹⁸ *supra* note 5.

¹⁹ *supra* note 4.

²⁰ Code of Civil Procedure, Order XXII, No. 5, Acts of Parliament, 1908 (India).

²¹ *Supra* note 4.

²² *Supra* note 3.

²³ *supra* note 5.

²⁴ (2005) 1 SCC 787.

*Satyadhyan Ghosal v. Deorajin Debi*²⁵, *Prahlad Singh v. Col. Sukhdev Singh*²⁶, and *Y.B. Patil v. Y.L. Patil*²⁷, wherein it was ruled that once an order becomes final at an earlier stage, it binds the parties at later stages of the same proceedings.

The Apex Court clarified that even if the impleadment were considered to be erroneous, it is well settled position of the law that a decision of a competent court continues to bind the parties unless reversed in appeal. The Court, in this regard, placed emphasis on *S. Ramachandra Rao v. S. Nagabhushana Rao*²⁸, and the Full Bench ruling of the Calcutta High Court in *Tarini Charan Bhattacharya v. Kedar Nath Haldar*²⁹, wherein it was reiterated that even erroneous decisions can operate as res judicata. Accordingly, the appellant's invocation of Order I Rule 10 at a belated stage was held to be unwarranted.³⁰

G. Right to Possession After Passing of Decree for Specific Performance

Regarding the appellant's submission that the sale deed stood fully satisfied upon execution and that the plaintiff was not entitled to possession of the suit property as the same relief was not expressly granted by the lower courts, the Apex Court relied on *Rohit Kochhar v. Vipul Infrastructure Developers Ltd.*³¹, which in turn reaffirmed *Babu Lal v. Hazari Lal Kishori Lal*³². The Supreme Court, while clarifying the legal position in this regard, remarked that where the contracting party holds exclusive possession of the property, a decree for specific performance simpliciter carries with it the implied relief of possession. In such cases, a separate relief for possession is unnecessary to be sought. Since the defendant was in exclusive possession at the time of decree, the Court came to hold that, the delivery of possession ought to result automatically after the decree for specific performance has been passed.³³

²⁵ AIR 1960 SC 941.

²⁶ (1987) 1 SCC 727.

²⁷ (1976) 4 SCC 66.

²⁸ 2022 SCC OnLine SC 1460.

²⁹ 1928 SCC OnLine Cal 172.

³⁰ *supra* note 5.

³¹ 2024 SCC OnLine SC 3584.

³² (1982) 3 SCR 94.

³³ *supra* note 5.

H. Decision

The Court came to the final conclusion that there was no error in the concurrent findings of the Trial Court and the High Court. The appeal was accordingly dismissed with costs. The Executing Court was further directed to ensure delivery of vacant and peaceful possession of the suit property to the decree-holder within two months, and if necessary, with police aid.³⁴

IX. ANALYSIS & CONCLUSION

A. Research and Analysis

The pronouncement of the Supreme Court in *Sulthan Said Ibrahim v. Prakasan & Ors.* represents an important reaffirmation of the procedural doctrine of res judicata within the framework of civil litigation. Justice J. B. Pardiwala, speaking for the Bench, highlighted how the administration of justice may become prolonged when procedural mechanisms are repeatedly invoked to delay the enforcement of decrees. The judgment therefore underscores the necessity of ensuring procedural finality in order to prevent the abuse of judicial processes.

A central feature of the Court's reasoning is its reaffirmation that the doctrine of res judicata applies not only to separate suits but also to different stages of the same proceedings. Section 11 of the Code of Civil Procedure embodies the principle that once an issue has been conclusively determined, it cannot be reopened by the same parties. The Court's reliance on earlier precedents reinforces the understanding that interlocutory determinations which attain finality operate as binding determinations in subsequent stages of litigation.

Another important dimension of the case concerns the application of constructive res judicata under Explanation IV to Section 11 CPC. The Court observed that the appellant had been impleaded as a legal representative during the execution proceedings and had the opportunity to challenge such impleadment at that stage. By failing to do so and by participating in the proceedings for several years, the appellant effectively waived his right to contest the order later. Consequently, the belated

³⁴ *Ibid.*

application seeking deletion of his name from the array of parties was held to be barred by constructive res judicata.

The case also raises an interesting intersection between Muslim Personal Law and the procedural framework governing determination of legal representatives under Order XXII Rule 5 CPC. The appellant sought to argue that, according to the rules of Mohammedan inheritance, he did not qualify as a legal heir of the deceased defendant and was therefore wrongly impleaded. However, the Court emphasised that the determination of legal representation in civil proceedings is governed primarily by procedural law, particularly Order XXII of the CPC. Under Rule 5, the court is empowered to determine questions relating to legal representatives for the limited purpose of continuing the proceedings. Such determination does not necessarily constitute a definitive adjudication of substantive inheritance rights under personal law but serves to ensure the effective continuation of litigation. The judgment thus illustrates how procedural necessity may operate independently of the substantive rules of personal law, particularly where the objective is to prevent obstruction of judicial proceedings.

The Court's reasoning also reinforces the principle that execution proceedings cannot be converted into forums for adjudicating independent claims of title or tenancy. By rejecting the appellant's attempt to assert independent tenancy rights during the execution stage, the Court reiterated the settled position that the executing court is bound by the terms of the decree and cannot go behind it. Any independent rights claimed by a third party must ordinarily be pursued through separate legal proceedings.

The doctrine of res judicata, as applied in the present case, plays a crucial role in ensuring finality of litigation and certainty of judicial outcomes. Without such procedural safeguards, litigation would risk devolving into an endless cycle of objections and applications, thereby undermining the effectiveness of the justice delivery system.

X. CONCLUSION AND COMMENTS

The decision in *Sulthan Said Ibrahim v. Prakasan & Ors.* serves as a significant reaffirmation of the judiciary's commitment to maintaining procedural discipline within civil litigation. By applying the doctrine of constructive res judicata to bar belated challenges to impleadment, the Supreme Court emphasised that litigants must raise objections at the earliest available opportunity.

The judgment also clarifies the limits of execution proceedings, particularly with respect to claims relating to independent tenancy or ownership rights. By restricting the scope of such proceedings to the enforcement of the decree, the Court ensured that the execution process is not derailed by collateral disputes.

More broadly, the ruling reflects the Court's effort to strike a balance between procedural flexibility and judicial finality. While provisions such as Order I Rule 10 CPC grant courts wide discretion to add or strike parties, such discretion cannot be invoked in a manner that undermines the stability of prior judicial determinations.

Ultimately, the decision reinforces the principle that procedural law must function as a mechanism for facilitating justice rather than enabling obstruction of judicial outcomes. By affirming the binding nature of earlier procedural determinations and discouraging vexatious litigation strategies, the judgment contributes to the broader objective of ensuring efficiency, certainty, and fairness within the Indian civil justice system.

XI. REFERENCES

A. Statutes

1. Code of Civil Procedure, 1908.
2. Specific Relief Act, 1963.

B. Cases

1. *Sulthan Said Ibrahim v. Prakasan & Ors.*, 2025 INSC 767.
2. *Bhanu Kumar Jain v. Archana Kumar*, (2005) 1 SCC 787.
3. *Satyadhyan Ghosal v. Deorajin Debi*, AIR 1960 SC 941.

4. Prahlad Singh v. Col. Sukhdev Singh, (1987) 1 SCC 727.
5. Y.B. Patil v. Y.L. Patil, (1976) 4 SCC 66.
6. Ramesh Hirachand Kundanmal v. Municipal Corporation of Greater Bombay, (1992) 2 SCC 524.
7. Mumbai International Airport (P) Ltd. v. Regency Convention Centre & Hotels (P) Ltd., (2010) 7 SCC 417.
8. Ramankutty Guptan v. Avara, (1994) 2 SCC 642.
9. Babu Lal v. Hazari Lal Kishori Lal, (1982) 1 SCC 525.
10. Rohit Kochhar v. Vipul Infrastructure Developers Ltd., (2018) 8 SCC 243.
11. S. Ramachandra Rao v. S. Nagabhushana Rao, AIR 1962 SC 136.
12. Tarini Charan Bhattacharya v. Kedar Nath Haldar, AIR 1928 Cal 777.