

HIGH COURT OF JAMMU & KASHMIR AND LADAKH
AT SRINAGAR

CM(7925/2025)
In WP(C) 2492/2021

Gulzar Ahmad Bhat & Ors. ...Petitioner(s)

Through: Mr. M. Mubashir Gatoo, Advocate.

Vs.

Union Territory of J&K and Others. ...Respondent(s)

Through: Mr. Abdul Musavir Tak, Advocate for R-6 and 7.
Respondent No. 8 present in person.

CORAM:

Hon'ble Mr. Justice Wasim Sadiq Nargal, Judge.

ORDER

01.12.2025

CM No. 7925/2025:

Mr. M. Mubashir Gatoo, Advocate for Petitioners.
Mr. Abdul Musavir Tak, Advocate Respondent Nos.6 and 7.
Respondent No.8 present in person.

01. The application for the reasons stated therein is allowed and the compromise deed accompanying the instant application is taken on record with all just exceptions.

02. CM is accordingly *disposed of*.

WP(C) 2492/2021:

Appearance as above.

03. The learned appearing counsel for the parties in unison submit that the parties have amicably settled the matter on the terms and conditions as stipulated in the compromise deed and the compromise deed to this effect has also been placed on record by virtue of CM No. 7925/2025 (*supra*). The learned counsel accordingly submit that the instant petition be disposed of in the light of compromise so

arrived between the parties. For facility of reference, the terms and conditions of the compromise are reproduced hereunder:

a. It is agreed by the parties that the attestation of mutation bearing No. 1244 under section 4 and mutation bearing No. 1770 under section 8 of Agrarian Reforms Act, along with subsequent mutations bearing No. 1833 and 2186, shall remain intact and valid to the extent of land measuring 05-Kanal 05-Marlas falling under survey No. 53 situated at Hergam, Shopian. This land measuring 05-Kanal 05-Marlas falling under survey No. 53 situated at Hergam, Shopian, shall also include the share of respondent no. 8 namely Abdul Hameed Malik (decree holder) that is land measuring 25-Marias falling under survey No. 53 situated at Hergam Shopian and the mutation order No. 22.47 shall hereafter remain intact and valid to the extent of land measuring 25-Marlas falling under survey No. 53 situated at Hergam Shopian. The full description of the share of petitioners and respondent no. 8 that is land measuring 05-Kanal 05-Marlas falling under survey No. 53 situated at Hergam, Shopian, is given here as under:

Land measuring 05-Kanal 05-Marlas falling under survey No. 53 situated at Hergam, Shopian and the Shamilaat land is surrounded from the west side by the orchard land of respondent no. 6, from the east side by orchard land of Abdullah Malik etc., from the north side by newly constructed road from Malik Mohalla to Pinjura and from the south side by Pinjura-Shopian road.

b. It is agreed by the parties that henceforth petitioners shall be owners and possessors of land measuring 04-Kanals falling under survey No. 53 situated at Hergam, Shopian and the Shamilaat land on pro-rata basis. And

the respondent no. 8 shall also be owner and possessor of land measuring 25-Marlas falling under survey No. 53 situated at Hergam Shopian and the Shamilaat land on pro-rata basis.

c. It is agreed by the petitioners 2 to 4 that they are relinquishing their right vis-à-vis their respective share in land measuring 04-Kanals falling under survey No. 53 situated at Hergam, Shopian and the Shamilaat land, towards petitioner no. 1. Henceforth, petitioner no. 1 shall be exclusive owner and possessor of land measuring 04-Kanals falling under survey No. 53 situated at Hergam, Shopian and the Shamilaat land on pro-rata basis.

d. It is agreed by the parties that the remaining land measuring 06-Kanal 04-Marlas falling under survey No. 53 situated at Hergam, Shopian shall be mutated in favor of respondent no. 6 namely Arun Kumar Lahori S/o. Shambu Nath Lahori R/o. Batapora Shopian. Henceforth, respondent no. 6 namely Arun Kumar Lahori shall be owner and possessor of land measuring 06-Kanal 04-Marlas falling under survey No. 53 situated at Hergam, Shopian and the Shamilaat land on pro-rata basis. The full description of the share of respondent no. 6 that is land measuring 06-Kanal 04-Marlas falling under survey No. 53 situated at Hergam, Shopian, is given here as under.:

Land measuring 06-Kanal 04-Marlas falling under survey No. 53 situated at Hergam, Shopian and the Shamilaat land is surrounded from the west side by the orchard land of Mohammad Yousuf Mattoo, from the east side by orchard lands of petitioners and respondent no. 8, from the north side by newly constructed road from Malik Mohalla to Pinjura and from the south side by Pinjura-Shopian road.

e. It is agreed by the parties that respondent no. 6 namely Arun Kumar Lahori shall be at liberty to alienate his share of land measuring 06-Kanal 04-Marlas falling under survey No. 53 situated at Hergam, Shopian and the Shamilaat land on pro-rata basis, to any person and there shall be no objection from petitioners, respondent no. 7 and respondent no. 8, vis-à-vis alienation of share of respondent no. 6.

f. It is agreed by the parties that respondent no. 7 namely Ghulam Hassan Wani shall henceforth have no right and interest upon entire land measuring 11-Kanal 09-Marlas falling under survey No. 53 situated at Hergam, Shopian and the Shamilaat land. Any document executed by respondent no. 7 with respect to the land measuring 11-Kanal 09-Marlas falling under survey No. 53 situated at Hergam, Shopian and the Shamilaat land with any person, shall be deemed as null and void and said document shall have no legal validity.

g. It is agreed by the parties that henceforth petitioners, respondent no. 7 and 8 are permanently restrained from causing any sort of interference with the share of respondent no. 6 that is land measuring 06-Kanal 04-Marlas falling under survey No. 53 situated at Hergam, Shopian and the Shamilaat land.

h. It is agreed by the parties that henceforth respondent no. 6 and 7 are permanently restrained from causing any sort of interference with the share of petitioners and respondent no. 8 that is land measuring 05-Kanal 05-Marlas falling under survey No. 53 situated at Hergam, Shopian and the Shamilaat land.

i. It is agreed by the parties that each party shall be having exclusive responsibility and liability in case of any breach of aforementioned terms and conditions.

4. That the above terms and conditions of the compromise have been understood by the parties in their vernacular language and are executing the instant compromise out of their free will and free consent."

04. In view of the above, since the parties have already entered into compromise, as such, this writ petition is disposed of in the light of the terms and conditions of the said compromise deed with the direction to the Registrar Judicial of this Court to record the statement of the parties today itself and be made part of the record.

05. Writ petition is accordingly *disposed of* in the manner indicated as above.

(Wasim Sadiq Nargal)
Judge

SRINAGAR:

01.12.2025

"HAMID"

