IN THE HIGH COURT OF PUNJAB AND HARYANA,
AT CHANDIGARH

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**RSA No.5345 of 2015 (O&M)**
Decided on : 26.11.2015

*Ramesh Kumar and others*

*... Appellants*

*Versus*

*Kirna and others*

*.. Respondents*

CORAM : HON'BLE MR.JUSTICE KULDIP SINGH

Present : Mr.Ashish Gupta, Advocate for
Mr.Rakesh Gupta, Advocate
for the appellants.

1. Whether reporters of local newspapers may be allowed to see judgment?
2. To be referred to reporters or not?
3. Whether the judgment should be reported in the Digest?

***Kuldip Singh, J. (Oral)***

Impugned in the present regular second appeal is the judgment and decree dated 06.08.2015, passed by the learned Additional District Judge, Patiala, affirming the judgment and decree dated 16.04.2014, passed by the learned Civil Judge (Junior Division), Patiala, whereby the suit of the plaintiffs for possession was decreed and defendants were directed to hand over the vacant possession of suit property to the plaintiffs within a period of three months from the date of passing of judgment and decree.

It is claimed by the plaintiff-Kirna that she had obtained some loan from the defendants and on account of that, she also handed over the original sale deed and Will of the suit property to defendant No.1 and her signatures were obtained on blank papers. However, defendant No.1-Ramesh Kumar had set up a mortgage deed on 01.02.2005. Both the courts held that mortgage deed requires compulsory registration. Therefore, the

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same was discarded and the suit of the plaintiffs was decreed.

I have heard the learned counsel for the appellant and have also carefully gone through the file.

Learned counsel for the appellants has placed on record the document i.e. D-1. The scrutiny of the mortgage deed shows that plaintiff-Kirana had borrowed a sum of Rs.1 lac earlier and thereafter Rs.37,000/- from defendant No.1-Ramesh Kumar. She mortgaged her house with defendant No.1 and possession of the said house was delivered to him. She agreed to return the money within two years. It was further stipulated that if the money could not be returned, defendant No.1-Ramesh Kumar could get the terms and conditions of the mortgage deed extended and Ramesh Kumar-defendant No.1 if so desired, can keep the said house with him forever as absolute owner. In the end, it was stated that mortgage deed was executed in full senses on 01.02.2005. The perusal of the terms and conditions show that it was mortgage deed. It was not a registered one. Therefore, its terms and conditions cannot be relied upon.

No substantial question of law arises in the present appeal. Therefore, there is no ground to interfere in the concurrent findings of two Courts below. Hence, the present appeal is dismissed.

**[ Kuldip Singh ]**
**Judge**

26.11.2015
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