

234.

**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

Civil Revision No.4418 of 2014 (O&M)

Date of decision:22.01.2016

Gurudwara Shaib Patshahi Nauvi at Village Maur Kalan, District
Bathinda.

... Petitioner

versus

Gurcharan Singh and another

.... Respondents

CORAM: HON'BLE MR. JUSTICE K. KANNAN

Present: Mr. A.P. Kaushal, Advocate,
for Mr. R.K.S. Brar, Advocate,
for the petitioner.

Mr. Sherry K. Singla, Advocate,
for the respondents.

1. Whether reporters of local papers may be allowed to see the judgment ? No.
2. To be referred to the reporters or not ?No.
3. Whether the judgment should be reported in the digest ? No.

K.Kannan, J. (Oral)

CM No.23881-CII of 2015

Reply filed in court in the application for recalling the order dated 02.11.2015 by the respondents is taken on record. With the consent of the parties, main case is pre-poned and taken up today itself for final disposal.

Application stands disposed of.

Civil Revision No.4418 of 2014

1. The revision petition is brought at the instance of a

person claiming to be a representative of the gurudwara in a suit instituted by Gurudwara through SGPC. The suit by SGPC was decreed, appeal filed by the mahant was dismissed and the second appeal filed by the mahant was allowed although it was said to be on technical ground. The SGPC preferred a SLP as representative of the gurudwara before the Supreme Court and the matter was referred to Mediation Committee by the Supreme Court. The present petitioner, who was claiming himself to a Committee representing the gurudwara, sought for impleadment as a party who was already a defendant in suit but the application for impleadment was rejected by the Supreme Court.

2. During the pendency of appeal before the High Court brought at the instance of mahant, the court passed an interim order directing a certain sum of money as representing a rent payable for the property, the amount was directed to be only kept in deposit and not paid to the gurudwara represented by the SGPC or to the Committee. Before the Supreme Court, the compromise that was entered into between parties and which was approved by the Supreme Court allowed for retention of properties of the mahant himself. The mahant is reported to have died and his son has filed an application for impleadment claiming his status as a mahant under a Will. The court has allowed the application for the purpose of representative only without going into the validity of the Will.

He has also allowed such a representative to withdraw the money which was already deposited by his father pursuant to the interim order passed by this court. The defendant, who had been claiming to represent the Committee to manage the gurudwara has brought the order in revision.

3. I cannot find that the petitioner to have even a locus standi to contest the entitlement of the person, who was impleaded as a representative, to withdraw the money. If at all, the plaintiff who has represented through SGPC could oppose, for, the compromise itself shall only be with reference to the gurudwara represented by SGPC with the mahant. The deposit which was done was said to represent the rent payable in recognition of a decree that was already passed allowing for the SGPC to take control. In the ultimate bargain if the SGPC had allowed for the mahant to continue through the compromise, then the amount deposited cannot be permitted to be taken even by the SGPC unless it was a term of the decree. The money ought to belong and go back only to the mahant or a person who has been ordered to be his representative. That is the order that has been passed by the court below.

4. I find no error for interference in revision petition.
Revision petition is dismissed.

(K.KANNAN)
JUDGE

22.01.2016
sanjeev