

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

Civil Misc. No.2391-C of 2016 in/and
RSA No.2708 of 1986
Date of decision: 7.9.2016

Kartar Singh`

...Appellant

v.

Maghar Singh (deceased) through his Lrs

...Respondents

CORAM:- HON'BLE MR. JUSTICE AMOL RATTAN SINGH

Present: Mr. Vinod Khunger, Advocate for the appellant.
None for the respondents.

AMOL RATTAN SINGH, J.

This appeal was filed in the year 1986 by the plaintiff in a suit seeking possession of the suit land comprising 23 kanals and 8 marlas upon redemption of the subject land from the sole defendant (respondent herein, now represented by his LR's).

The suit was dismissed by the learned Sub-Judge Class III, Ferozepur, vide his judgment and decree dated 31.08.1984, on the ground that the mortgage-deed having been executed on 26.06.1951 and the suit having been filed on 14.06.1982, a period of more than 30 years had elapsed, beyond which the mortgage could not be redeemed.

The appellant having filed a first appeal before the learned Additional District Judge, Ferozepur, that too was dismissed on the same ground vide that Courts' judgment and decree dated 03.05.1986.

Though the law on the subject has wholly changed thereafter, with the judgment of a Full Bench of this Court in **Ram Kishan Vs. Sheo Ram**, AIR 2008 (P&H) 77, upheld by the Supreme Court in **Singh Ram Vs. Sheo Ram**, (2014) 9 SCC 185, however, the parties to the lis have since compromised the matter, with an application filed in that regard on behalf of the appellant, duly accompanied with his affidavit (C.M. No.2391-C of 2016).

As per the application, the suit land has actually been redeemed from the legal representatives of the respondent. A copy of the compromise deed dated 16.06.2015 has been annexed with the application.

Notice had been issued in that application to the learned counsel for the respondents, but despite the orders of this Court dated 29.7.2016 and 31.8.2016, counsel for the respondents, Mr. C.M.Munjal, is still not present.

Mr. Khunger, learned counsel for the appellant is present as is the appellant himself identified by Mr.Khunger. He also states that the suit land in fact has been redeemed by the appellant, by paying the respondents-mortgagees

the mortgage amount of Rs.1,900/- on 16.6.2015. The appellant in this case is stated to have purchased the rights of the mortgagor in the suit land from the original mortgagor, i.e. Gurbachan Singh. Respondent Maghar Singh was the mortgagee to whom the land was stated to have been handed over as a usufructuary mortgage on 26.6.1951.

Vide the present application (CM No.2391-C of 2016), the compromise deed is stated to have been entered into between the appellant and the LRs of respondent Maghar Singh, namely, Surjit Kaur (widow of Maghar Singh), Mohinder Singh, Jaswinder Singh (daughter of and sons of Gurnek Singh son of Maghar Singh), Bikkar Singh, Jangsher Singh (sons of Maghar Singh), Mukhtiar Kaur, Amarjit Kaur, Rajinder Kaur, Chhinder Kaur, Parvinder Kaur, Lakhvir Kaur, Swaranjit Kaur (daughters of Maghar Singh), Jagjit Singh, Kulwinder Singh and Daljit Singh (sons of Balwinder Kaur d/o Maghar Singh). A copy of the compromise deed has been annexed with the application as Annexure A.1. As per the said compromise, the LRs of respondent Maghar Singh have stated that they have no objection if the suit land is redeemed, on payment of the mortgaged amount, which, as per learned counsel, has since been paid.

Consequently, this appeal is sought to be disposed of in terms of the aforesaid compromise.

Since despite orders passed on two earlier occasions, learned counsel for the respondents is not appearing, counsel for the appellant has stated that in fact the even possession of the suit land has been handed over to the appellant. As such, he submits the LR's of the respondents would no longer be interested in appearing in this appeal.

This appeal is, therefore, disposed of in terms of the compromise deed, Annexure A-1 with the application, which the parties are held bound to.

The judgments and decrees of the Courts below are accordingly set aside. A decree sheet be prepared in terms of the compromise deed, a copy of which shall be annexed with the decree sheet.

September 07, 2016
KD

(Amol Rattan Singh)
Judge

Whether reasoned/speaking : Yes/No
Whether reportable : Yes/No