

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

**RSA No.6282 of 2015 (O&M)
Date of Order: 24.10.2017**

Jagjit Singh and others

..Appellants

Versus

Mehraj Masih

..Respondent

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Ms. Isha Goyal, Advocate,
for the appellants.

ANIL KSHETARPAL, J (Oral)

Plaintiffs are in regular second appeal against judgment passed by the learned Additional District Judge, Amritsar.

Plaintiffs had claimed decree for permanent injunction with respect to two properties, one comprised in khasra no.1169 and the second comprised in khasra no.1170.

It is not in dispute that the property was owned by Amritsar Diocesan Association Trust (Regd.). Plaintiffs had claimed that the defendant Mehraj Masih attorney of the aforesaid Trust had put the plaintiffs in possession in the year 1975. It was further pleaded that subsequently a fresh rent deed was executed in favour of plaintiff no.2 on 27.11.1987. It was further claimed that fresh lease deeds for the period of 99 years were executed in the years 2004 and 2006.

Learned first appellate Court after noticing that High Court had directed that no part of the Church property would be sold or given on lease and the lease, however, which has been created in the past would continue

to remain in operation, dismissed the suit. The order passed by the High Court in RFA NO.2567 of 1992 is extracted as under:-

“No part of Church property would be sold. As regards the creation of lease, whatever lease has been created in the past would continue to remain in operation. If the lease period of any such property has expired or is due to expire, the same would not further be leased out without seeking permission of this Court. If any lease is to be created for any other property, the appellants would seek the permission of this Court for creation of lease.”

Learned first appellate Court has recorded a finding that the suit property is part of a School and Church. It has further been found by the Court that the aforesaid trust is a religious society and the plaintiffs have failed to prove that Mehraj Masih had any authorization to execute such a lease deed. The Court has further noticed that once there was specific restraint order, any fresh lease executed by the defendant would not confer any right.

It is really strange to notice that the plaintiffs filed the suit without impleading Amritsar Diocesan Association Trust (Regd.) as party defendant. It is not in dispute that the property was owned by the aforesaid trust. Plaintiffs only impleaded one Mehraj Masih as defendant alleging him to be property incharge of the Trust.

Taking into consideration the aforesaid facts and findings of fact arrived at by the first appellate Court to the effect that fresh lease could not be executed as per the order passed by this High Court, this Court does not find any good ground to interfere with the judgment passed by the learned first appellate Court.

The regular second appeal is dismissed.

October 24, 2017
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(ANIL KSHETARPAL)
JUDGE

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