

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

**CR No.6414 of 2008 (O&M)
Date of Decision:04.07.2018**

Mukand Lal

...Petitioner

Versus

Mandir Kalka Devi

...Respondent

CORAM:- HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr.Gaurav Chopra, Advocate for the petitioner.
Mr.A.K.Khunger, Advocate for the respondent.

ANIL KSHETARPAL, J. (ORAL)

Tenant-petitioner is in the revision petition against the order passed by the appellate authority, evicting the petitioner on the ground of personal necessity.

Learned counsel for the petitioner-tenant has challenged the very ownership of the respondent-landlord, which is a religious institution having a 'deity', on the ground that originally the property was owned by one Shri Hans Raj, who had dedicated the property to the religious institution/deity in the temple namely 'Kalka Devi', respondent herein. Learned counsel for the petitioner has submitted that the dedication has to be by way of instrument of gift, which is required to be registered. Hence, he submits that the decree passed by the court on 24.2.1994 on the basis of compromise cannot be treated as instrument of gift of immovable property unless such decree is registered.

In the considered opinion of this Court, a civil court compromise decree is only an acknowledgment of dedication which has been made by the owner in favour of 'deity'. Dedication in favour of

religious institution can be made even orally. It always depends upon conduct of the parties.

In the present case, Sh.Hans Raj, the original owner or his successors does not dispute the dedication. It is the tenant, who is disputing dedication of the property by the owner.

Learned counsel for the petitioner has drawn attention of the Court to Section 17 of the Registration Act, 1908 ('the Act' for short) and submits that under Section 17(1)(a) of the Act, instruments of gift of immovable property are compulsory registrable.

As discussed above, a compromise decree passed by the competent court of jurisdiction cannot be treated as an instrument of gift or instrument of transfer of the property. A compromise decree passed by the court with respect to the property which is subject matter of the suit, does not require registration. Reference in this regard can be made to the judgment of the Hon'ble Supreme Court of India in ***Bhoop Singh Vs Ram Singh Major and others, 1995)5 SCC 709.***

Still further in the considered opinion of the Court, a tenant has no locus to challenge the validity of such decree passed.

Counsel for the petitioner could not prove that compromise decree was a device to obviate payment of stamp duty. Counsel also could not prove that compromise decree was creating the rights in the property for the first time.

Learned counsel for the petitioner did not challenge the findings of both the courts below with regard to personal necessity of the landlord.

No other argument was raised.

In view of the above discussion, the Civil Revision Petition is dismissed. Pending application(s), if any, shall also stand disposed of.

04.07.2018
mks

(ANIL KSHETARPAL)
JUDGE

Whether speaking/reasoned: Yes/No

Whether Reportable: Yes/No