

In the High Court of Punjab and Haryana at Chandigarh

RSA No. 5873 of 2016(O&M)

Date of Decision: 23.8.2018.

Udai Bhan

---Appellant

versus

Gulab Singh and others

---Respondents

Coram: Hon'ble Mrs. Justice Rekha Mittal

**Present: Mr. Rajesh Bhateja, Advocate
for the appellant**

Rekha Mittal, J.

The present appeal directs challenge against concurrent findings recorded by the courts whereby suit for declaration and injunction and in the alternative for possession was decreed to the effect that the respondent-plaintiff is entitled for declaration that he alongwith defendant No. 2 is owner in possession of the suit land purchased by way of sale deed dated 6.7.1998 and the sale deed No.4975 dated 8.3.2003 registered on 11.3.2003 is illegal, null and void qua the land subject matter of Ex. P1. Further the respondent was held entitled for possession of his share out of suit land as well as injunction restraining the defendants from alienating his share.

Perusal of the judgments impugned would reveal that it is the plea of defendant No. 1 as well as appellant that sale deed dated 6.7.1998 was treated as cancelled by way of mutual settlement between the plaintiff

and defendants No. 1 and 2 as the plaintiff did not pay his half share of sale consideration at the time and after registration of sale deed despite repeated demands made by defendant No. 1. Defendant No. 2 agreed to pay the plaintiff's share of sale consideration and it was settled that plaintiff will not claim any right, title or interest in the suit land on the basis of sale deed dated 6.7.1998 and defendant No. 2 or his nominee will remain exclusive owner in possession of suit land.

Indisputably, the sale deed dated 6.7.1998 is a registered document and has the effect in law to create ownership rights in favour of the vendee. Any settlement between the parties whereby a person has relinquished his right in immovable property of value of more than Rs. 100/- requires compulsory registration under Section 17 of the Indian Registration Act.

In the case at hand, no document was executed between the parties qua the alleged settlement much less a registered deed whereby the respondent-plaintiff relinquished his right in immovable property created under sale deed dated 6.7.1998. In this view of the matter, plea raised by the defendants in order to contest claim of the respondent-plaintiff in respect of his share in the suit property on the basis of sale deed dated 6.7.1998 is not legally sustainable. This apart, if the plaintiff has not paid his share of sale consideration either at the time of registration of the sale deed or subsequent thereto, as has been sought to be alleged, the only remedy with the aggrieved party was to file a suit for recovery in this regard. In this view of the matter, I do not find an error much less perversity in consistent findings recorded by the courts warranting

intervention in the regular second appeal.

For the foregoing reasons, the appeal fails and is accordingly
dismissed in limine. No order as to costs.

(Rekha Mittal)
Judge

23.8.2018

PARAMJIT

Whether speaking/reasoned : Yes

Whether reportable : Yes/No