

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

RSA No.603 of 2016 (O&M)

Date of Decision: 12.07.2018

Kalu Ram and others

... Appellants

Versus

Bir Singh

... Respondent

CORAM:- HON'BLE MR. JUSTICE TEJINDER SINGH DHINDSA

Present:- Mr. Rajesh Goyal, Advocate for
Mr. Pritam Saini, Advocate,
for the appellants.

Mr. Dinesh Saini, Advocate,
for the respondent.

TEJINDER SINGH DHINDSA, J.(ORAL)

Plaintiffs (appellants herein) instituted a suit for declaration and permanent injunction to the effect that they have become owners in possession of the suit property measuring 39 kanals 06 marlas situated within the Revenue Estate of Village Jarthal as per Jamabandi for the year 2000-2001 as per details furnished in the plaint by virtue of the Punjab Occupancy Tenants (Vesting of Proprietary Rights) Act, 1952. Relief of permanent injunction was sought so as to restrain the defendants from alienating or transferring the suit land and from interfering in the peaceful possession of the plaintiffs in any manner.

Suit filed by the plaintiffs was decreed by the trial Court vide judgment and decree dated 19.04.2011 passed by the Civil Judge (Junior Division), Rewari.

Civil appeal having been preferred by defendant Bir Singh, the same was accepted vide decision dated 03.10.2015 passed by the learned Additional District Judge, Rewari and resultantly suit of the plaintiffs was dismissed.

Against such backdrop, plaintiffs are in second appeal before this Court.

It may be noticed that pursuant to an application having been filed, the instant appeal was referred to the Permanent Lok Adalat for recording of the compromise between the parties which was stated to have been arrived at.

Placed on record is a report dated 05.04.2018 by the Daily Lok Adalat (Bench No.1) and which reads as follows:-

***“Parties have compromised the matter and they have filed the written compromise Annexure C-1. Statements of Appellant No.2-Lila Ram & Appellant No.3-Tota Ram and Respondent-Bir Singh have been recorded to the effect that they have signed the Compromise C-1 and agree to the terms of compromise written therein. Statements of their counsel have also been recorded separately to that effect. Learned counsel for the appellant Mr. Pritam Saini, Advocate has also made the statement that Appellant No.1-Kalu Ram is blind & Appellant No.4-Bimla and appellant No.5-Savitri are married and have been residing in border area of Rajasthan and for that reason their presence could not be secured for recording their statements. However, they have thumb-marked the Compromise C-1 and agree to the terms of the Compromise.*”**

The land in dispute measuring 39 Kanal 6 Marlas situated within the revenue estate of village Jarthal, Sub Tehsil Dharuhera, Tehsil & District Rewari comprised in Khewat No. 242, previous Khewat No. 204, Khatoni No. 263, Rect. No. 66, Killa No. 16(5-2), 17(9-4), 24(8-0), 25(8-0), Rect. No. 67 Killa No. 21(9-0).

As per the compromise, respondent had admitted the appellants owner in possession over the land measuring 17 Kanal 4 Marlas situated in the revenue estate of village Jarthal, Sub Tehsil Dharuhera, Tehsil & District Rewari as per Jamabandi for the year 2015-16 comprised in Khewat No. 242, Khatoni No. 263, Rect. No. 66, Killa No. 17(9-4), 24(8-0).

The appellants had however, handed over the vacant possession to the respondents of land measuring 22 Kanal 2 Marlas comprised in Khewat No. 242, previous Khewat No. 204, Khatoni No. 263, Rect. No. 66, Killa No. 16(5-2), 25(8-0), Rect. No. 67 Killa No. 21(9-0) situated within the revenue estate of village Jarthal, Sub Tehsil Dharuhera, Tehsil & District Rewari as per Jamabandi for the year 2015-16. In view of this compromise, Annexure C-1, as mentioned above, the report is submitted to the Hon'ble High Court for 12.7.2018 for taking further necessary action in the matter."

It may be apposite to note that along with the report the statements of Sh. Pritam Saini, Advocate, counsel for the appellants, appellant No.2-Leela Ram, appellant No.3-Tota Ram as also statement of Sh. Dinesh Saini counsel for the respondent and

of respondent Bir Singh in token of the compromise have been appended.

In a nutshell, the compromise arrived is to the effect that out of the total land in dispute 39 kanals 6 marlas situated within the Revenue Estate of the Village Jarthal, Sub Tehsil Dharuhera, Tehsil and District Rewari, the respondent herein has admitted the appellants to be owner in possession over land measuring 17 kanals 4 marlas comprised in Khewat No.242, Khatoni No.263, Rect. No.66, Killa No.17(9-4), 24(8-0). Compromise further records that appellants have handed over the vacant possession to the respondents of the remaining land measuring 22 kanals 2 marlas comprised in Khewat No.242, previous Khewat No.204, Khatoni No.263, Rect. No.66, Killa No. 16(5-2), 25(8-0), Rect. No.67 Killa No. 21 (9-0) situated within the Revenue Estate of the Village Jarthal, Sub Tehsil Dharuhera, Tehsil and District Rewari as per Jamabandi for the year 2015-16.

Respective counsel for the parties concede to the factum of the compromise and as is duly reflected in the report dated 05.04.2018 of the Daily Lok Adalat and which is reproduced hereinabove.

In view of such development and admitted settlement between the parties, the judgment dated 19.04.2011 passed by the trial Court as also decision dated 03.10.2015 passed by the Lower Appellate Court are set aside.

Instant second appeal is disposed of in terms of the

compromise reflected in report dated 05.04.2018 passed by the
Daily Lok Adalat.

Decree sheet be prepared accordingly.

Disposed of.

12.07.2018
vandana

(TEJINDER SINGH DHINDSA)
JUDGE

Whether speaking/reasoned
Whether Reportable

Yes
No