

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

RSA No.6222 of 2015 (O&M)

Date of decision : 14.05.2018

Parminder Singh

...Appellant

Versus

Kanwaljit Kaur and others

...Respondents

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. R.S. Pandher, Advocate for the appellant.

Mr. Mayank Mathur, Advocate for respondent No.2.

ANIL KSHETARPAL, J. (ORAL)

CM No.10088-C of 2017

Prayer in the application is to place on record the compromise deed dated 02.08.2016 entered into between the appellant and respondent No.3-Mukhtiar Singh. The compromise deed is signed by the appellant and respondent No.3-Mukhtiar Singh.

Application is allowed. Compromise deed dated 02.08.2016 is taken on record, subject to all just exceptions.

Main Case

Learned counsel for the appellant has submitted that pursuant to the aforesaid compromise deed, Mukhtiar Singh has already executed the sale deed in favour of the appellant with regard to the land measuring 7 kanals 10 marlas. The appeal qua respondent No.3-Mukhtiar Singh is

disposed of having been compromised and the deed of compromise shall form part of the decree.

Now the appeal only survives qua respondent No.2 i.e. Bhupinder Singh.

The plaintiff-appellant is in the Regular Second Appeal against the judgment passed by the learned First Appellate Court upholding the judgment of the trial Court but at the same time, modifying the decree passed by the trial Court declaring that the sale of the property by defendant No.2 in favour of defendant No.3 is valid.

Satwant Singh was the original owner of the property. The plaintiff and defendant No.1 are his two children i.e. son and daughter. The plaintiff claims that Satwant Singh executed a registered Will in his favour bequeathing his entire property in his favour.

On the other hand, defendant claims that the aforesaid Will was cancelled and a fresh Will was executed in favour of both on 02.09.2000.

It may be noticed that daughter i.e. defendant No.1 sold 11 kanals 17 marlas of land vide sale deed dated 30.10.2003 in favour of Bhupinder Singh. He thereafter sold land measuring 7 kanals 10 marlas in favour of Mukhtiar Singh i.e. Defendant No.3/respondent No.3 vide sale deed dated 24.05.2005 .

Learned First Appellate Court has recorded a findings of fact that now brothers and sister have colluded and made an effort to defraud the bona fide purchaser for valuable consideration.

Learned First Appellate Court after considering the statement of defendant No.1-sister has recorded this finding. Learned counsel for the

appellant could not substantiate that the aforesaid finding is erroneous. The statement given by defendant No.1 while appearing as a witness has been discussed by the First Appellate Court in detail.

Although in the written statement, defendant No.1 had setup a Will dated 02.09.2000, however, no effort was made to prove the same. Still further, as per the subsequent development, now the plaintiff also admits the title of Mukhtiar Singh-respondent No.3 who is vendee from defendant No.2 Bhupinder Singh-Vendor.

Once during the pendency of this appeal, the plaintiff admits the title of Mukhtiar Singh, therefore, a valid title in favour of defendant No.2 i.e. Bhupinder Singh is also admitted.

In view of the aforesaid, this Court does not find any good ground to interfere with the findings of fact, however the decree passed by the learned First Appellate Court qua Mukhtiar Singh i.e. respondent No.3 shall stands modified in terms of the compromise.

In view of the above, the present Regular Second Appeal is dismissed.

All the pending miscellaneous applications, if any, are disposed of, in view of the abovesaid judgment.

14.05.2018

Pawan

**(ANIL KSHETARPAL)
JUDGE**

Whether speaking/reasoned:- Yes/No

Whether reportable:- Yes/No