

**RSA No.139 of 2018 (O & M) and
RSA No.141 of 2018 (O & M)**

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

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RSA No.139 of 2018 (O & M)
Date of Decision:11.01.2018

Anil Kumar Manchanda

...Appellant

Versus

Sushil Kumar Manchanda

...Respondent

RSA No.141 of 2018 (O & M)

Anil Kumar Manchanda

...Appellant

Versus

Sushil Kumar Manchanda

...Respondent

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. Phool Chand Dhiman, Advocate
for the appellant.

ANIL KSHETARPAL, J.(Oral)

CM No.235-C-2018

Application is allowed as prayed for.

CM No.236-C-2018

Application is under Order 41 Rule 27 for permission to place on record lease deeds dated 29.09.1999 and both the Wills dated 05.07.2000 and 20.12.2005. All these documents are part of the trial Court record and have been considered by the Courts below. Hence, application under Order 41 Rule 27 of the Code of Civil Procedure is not maintainable.

CM stands dismissed.

Main Case

By this judgment, I shall be disposing of two appeals arising out of two different suits consolidated by the learned trial Court and disposed of by a common judgment. One suit was filed by the appellant seeking declaration to the effect that he is owner in possession of the property. Second suit was filed by Sushil Kumar Manchanda, brother of the appellant seeking permanent injunction. Dispute in both the cases is with respect to a lease deed executed and registered by the appellant in favour of Sushil Kumar-respondent. Appellant had challenged the lease deed on the ground that the lease deed has not been acted upon. The lease deed is a registered lease deed for a period of 99 years executed on 29.09.1999 on receipt of entire lease money. Both the Courts after appreciation of evidence have found that the respondent after taking the property on lease had constructed a factory namely Partap Steel in the year 2000-2001. The factory was being run with the partnership of Satpal, father of the parties Sushil Kumar and Rajesh Kumar.

It is further the case of the plaintiff that father-Satpal had initially executed a testamentary document in his favour, which was later on revoked vide another testamentary document-Will dated 20.12.2005. He submits that in view of the fact that the subsequent Will had been executed by the father on 20.12.2005, which is a registered Will, therefore, the lease deed executed on 29.09.1999 has come to an end.

Both the Courts on appreciation of evidence have negated the plea taken by the appellant and recorded a concurrent finding of fact that the lease deed has been acted upon and industry has been constructed thereon,

which is being run by two brothers namely Sushil Kumar and Rajesh Kumar after the death of their father-Satpal Manchanda.

I have heard learned counsel for the appellant at length and with his able assistance gone through the judgments passed by both the Courts below and other documents filed in the paper-book.

Learned counsel for the appellant has submitted that once there was a family settlement between the parties pursuance to which the respective lease deeds and a Will were executed, therefore, the Will could not be revoked.

I have considered the submission. However, this is not the issue in the present case. In the present case, the only issue involved is whether the lease deed dated 29.09.1999, which is a registered lease deed has been acted upon or not and whether it is valid or not. Learned counsel for the appellant could not point out any error in execution of the lease deed or its registration.

At the cost of repetition, both the Courts have further recorded a finding that after taking on lease the property in dispute, Sushil Kumar had constructed a factory premises and is running his business thereupon.

In view thereof, there is no scope for interference with the concurrent findings of fact arrived at by the Courts below.

Hence, these two appeals are dismissed.

11.01.2018
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(ANIL KSHETARPAL)
JUDGE

Whether Speaking/Reasoned: Yes/No
Whether Reportable : Yes/No