

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

131

RSA-5795-2017 (O & M)
Date of Decision:22.10.2018

Deepak Kumar

...Appellant

Versus

Parveen Kumar and others

...Respondents

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. Rajinder Goyal, Advocate
for the appellant.

ANIL KSHETARPAL, J.(Oral)

CM-15326-C-2017

For the reasons stated in the application, which is duly supported
by an affidavit, delay of 6 days in re-filing the appeal is condoned.

Application is allowed.

Main Case

Defendant-appellant is in the regular second appeal against the
concurrent findings of fact arrived at by both the Courts below. The learned
Appellate Court has slightly modified the judgment and decree passed by the
trial Court with regard to requirement of registration of compromise arrived
at between the parties during the pendency of the previous litigation Ex.CX,
which is equivalent to Ex.P-1.

It is not disputed that the defendant in his examination-in-chief
Ex.DW-1/A has not only admitted his signatures but also admitted signatures
of Girdhari Lal in Para 4 of the affidavit on the compromise deed Ex.CX.

Apart therefrom Rattan Kumar Verma, Advocate, who was counsel for

Girdhari Lal has also appeared in the evidence and proved statement of

Girdhari Lal (Ex.P-2). Phool Chand, Clerk of Sh. L.K. Singal, Advocate has also appeared and proved signatures of Sh. L.K. Singal, Advocate.

Still further, as per Clause 1 of the compromise deed, parties have fulfilled their obligation by executing registered sale deeds. Thus, the compromise deed has already been acted upon. Now the dispute is only with regard to property, which at one point of time belongs to father. Ex.CX is a family settlement and the learned First Appellate Court has rightly held that such family settlement, which is in the form of Memorandum, does not require registration.

Learned counsel for the appellant has further submitted that land and factory bearing Khewat No.122, Khatauni Nos.157 to 161, Khasra Nos.993-907-780-15-2-0-10-10, 779-15-0-10-10-, 994-907-780, 15-2-0-3-16, 778-15-0-10-10, 996-780-15-0-6-14, total measuring 2 bighas 1 biswas pukhta has not been properly identified and it has been referred to as land situated at village Sohian in the compromise deed. However, learned counsel could not draw attention of the Court to any such plea having been taken in the written statement or at the time of arguments before the Courts below. This Court for the first time cannot permit the appellant to submit on a point, which is based upon evidence but never raised before the Courts below.

Hence, there is no ground to interfere.

Regular second appeal is dismissed.

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

22.10.2018
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(ANIL KSHETARPAL)
JUDGE

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