

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

**CM No.7981-CWP of 2019 in/and
CWP No.930 of 1998(O&M)
Date of Decision: 17.08.2019**

Lal Singh

....Petitioner

Versus

Financial Commissioner and others

.....Respondents

CORAM: *HON'BLE MR. JUSTICE RAJ MOHAN SINGH*

Present:Mr. Brijesh Kaushik, Advocate
for the petitioner.

Mr. C.L. Panwar, Sr. DAG, Punjab
for respondents No.1 to 3.

Mr. S.K. Aneja, Advocate
for respondent No.5.

RAJ MOHAN SINGH, J.

CM No.7981-CWP of 2019

This is an application under Section 151 CPC for disposal of the writ petition on the basis of compromise effected between the contesting parties. Main case is already on regular board of this Court.

In view of prayer made in the application, main case is taken up for hearing today itself with the concurrence of the

parties.

Application stands disposed of.

Main case

[1]. Petitioner late Shri Lal Singh had purchased plot No.43, street No.11 situated at Abohar, District Ferozepur in auction from the Rehabilitation Department on 22.01.1970. He was the highest bidder. The sale was confirmed in favour of the petitioner by the Assistant Settlement Officer.

[2]. Objection petition was filed by respondent No.4 against the said order. Objections were dismissed by the Settlement Commissioner, Jalandhar vide order dated 25.05.1970. An appeal was preferred by respondent No.4 which was dismissed by the Chief Settlement Commissioner, Jalandhar on 18.09.1970. Thereafter, the sale certificate was issued in favour of the petitioner on 22.06.1971. On 13.08.1972, a reference was made by the Assistant Settlement Officer, Jalandhar to the Chief Settlement Commissioner, Jalandhar for correction of the boundary. The said reference was accepted by the Authority on 25.09.1972 and sale certificate was cancelled and directions were issued for issuance of fresh certificate.

[3]. Thereafter, an amended and fresh sale certificate was issued in favour of the petitioner for the said plot No.43 by the Naib Tehsildar on 30.10.1972. There was some dispute with

regard to alleged over-lapping area of plot No.43 viz-a-viz plot No.19. Plot No.19 was occupied by respondent No.4 and one Madan Lal, which prompted the petitioner to file a civil suit for possession. The suit was decreed vide judgment and decree dated 25.08.1980. The said decree was upheld upto the High Court.

[4]. Thereafter, execution was filed by the petitioner. Madan Lal filed objection petition under Section 47 CPC on the premise that plot No.19 was under his possession and the decree holder wanted to take possession of the same under the garb of civil court decree. Objections dated 31.10.1981 were dismissed by the executing Court vide order dated 28.10.1982. Identical objections were also filed by respondent No.4 which were also dismissed by the executing Court. However, respondent No.4 succeeded in getting the sale certificate in respect of plot No.19 on 01.06.1983.

[5]. A civil suit was filed by respondent No.4 on 09.08.1985 on the strength of aforesaid sale certificate issued in respect of plot No.19. The suit was dismissed by the trial Court. Thereafter, respondent No.5 allegedly purchased the plot from respondent No.4 and stepped into the shoes of respondent No.4 on 18.01.1985. Respondent No.5 filed a suit for permanent injunction against the petitioner. The said suit was dismissed on

the basis of statement made by learned counsel for the plaintiff on 08.11.1985. Another suit for declaration filed against the petitioner was also dismissed on the basis of statement made by the counsel on 12.12.1986.

[6]. Having failed in different civil Courts, a reference was filed after about 15 years of the confirmation of sale and the reference was dismissed by Chief Settlement Commissioner, Ferozepur on 12.05.1988 on the ground that reference was highly belated and the sale certificate issued in respect of plot No.19 in favour of respondent No.4 was without any boundary and was a suspicious document. Financial Commissioner, Revenue, Punjab vide order dated 10.11.197 accepted the reference vide the impugned order which has been assailed in the present writ petition (civil).

[7]. During pendency of the present writ petition, a compromise has been effected between the legal representatives of the petitioner and respondent No.5 who stepped into the shoes of respondent No.4. The said compromise by way of affidavit dated 13.09.2006 has already been brought on record vide order dated 24.05.2019 passed by the Co-ordinate Bench in CM No.7981-CWP of 2019 in CWP No.930 of 1998. Contents of the affidavit executed by respondent No.5 read as under:-

- “1. That Lal Singh son of Sh. Inder Singh was a resident of New Abadi Street No.11, Abohar.*
- 2. That I had my dispute with since long S. Lal Singh son of Inder Singh qua plot No.43, khasra No.1597 MC, old No.4148 (New on the spot B/4/156 (which is bounded as follows: East: Public street, West: Amrik Singh son of Labh Singh, Khasra No.1598 plot No. is 44 now on the spot occupied by Nathe Ram, North: Nathu Ram son of Latori Ram Khasra No.1596, South: Street, area on the spot 0-7 situated in Alamgarh, New Abadi Street No.11, corner is situated in Abohar, S. Lal Singh has expired on 02.03.2006 and Panchayat and respectable from brotherhood have amicably settled our dispute with his legal heirs which is as under.*
- 3. That I Maninder Pal Singh above named deponent solemnly affirm that neither I nor any member of my family shall have any concern on the basis of ownership or possession with plot No.43 Khasra No.1597 MC, number 4148 situated in street No.11, corner, New Abadi Abohar and I shall not file any objection or suit regarding the said plot.*
- 4. That plot No.43 of Khasra No.1597 Street No.11, corner was misunderstood by me as plot No.19 Khasra No.1597 and as such I am indulged in litigation with Lal Singh above said till date, which was being done wrongly. Now I am satisfied that plot No.19 Khasra No.1597 is situated at some other place and plot No.43 Khasra No.1597 MC No.4148 (new No. on the spot B-4/156) is residence of S. Lal Singh above said since the year 17.02.1987 (for the last about 20-22) years*

and even now the legal heirs of Lal Singh are in possession and my dispute which was pending about the plot that was baseless and wrong.

5. That Khasra No.1597 (0-7 Marla) which is plot No.43 as per spot which is situated on the corner of street No.11 qua the said plot my ownership was wrongly incorporated in the revenue record which deserves to be rectified. In this regard Daljit Singh son of Lal Singh has filed an appeal about mutation in the Court of Hon'ble Commissioner Ferozepur which is correct. If the appeal is allowed I have no objection in the same. In this regard the name of legal heirs of Lal Singh may be entered against my name in which I shall not have any objection. If my statement is to be recorded regarding change of ownership in the Court then I will get it recorded without any resistance and shall be liable for the same.”

[8]. Perusal of the aforesaid affidavit would show that respondent No.5 has acknowledged the entitlement of the petitioner viz-a-viz plot No.43, khasra No.1597 MC, old No.4148 having defined dimensions. Respondent No.5 has also stated on oath that neither he, nor any member of his family shall have any concern on the basis of ownership or possession with plot No.43, khasra No.1597 MC, old No.4148 situated in street No.11, corner, New Abadi Abohar and he shall not file any objection or any litigation in respect of said plot.

[9]. Learned State counsel for respondents No.1 to 3 stated

before the Court that State of Punjab is only proforma respondents and State has no objection in case, the writ petition is disposed of in terms of compromise/affidavit dated 13.09.2006 (Annexure P8) on record. Respondent No.4 has already parted the disputed property in favour of respondent No.5 who in turn, has entered into amicable settlement with the petitioner through his LRs.

[10]. With the execution of the aforesaid compromise between the parties, it appears that there is no surviving dispute pending between the parties. Learned counsel for the petitioner and respondent No.5 are *ad idem* that the parties would be bound by the terms and conditions of the compromise/affidavit dated 13.09.2006 (Annexure P8). They further prayed that writ petition be disposed of in terms of compromise.

[11]. For the reasons recorded hereinabove, I deem it appropriate to dispose of the writ petition in terms of compromise/affidavit dated 13.09.2006 (Annexure P8). Normal consequences to follow.

17.08.2019

Prince

(RAJ MOHAN SINGH)
JUDGE

Whether reasoned/speaking

Yes/No

Whether reportable

Yes/No