

IN THE HIGH COURT FOR THE STATES OF PUNJAB AND
HARYANA AT CHANDIGARH

R.S.A. No. 1150 of 2017 (O&M)
Date of Decision: May 07, 2019

Kanwar Singh and another

... Appellants

Versus

Ram Niwas and others

... Respondents

CORAM: HON'BLE MR. JUSTICE AMIT RAWAL

Present: Mr. Ashwani Bhardwaj, Advocate,
for the appellants.

Amit Rawal, J. (Oral)

Present regular second appeal is directed against the concurrent finding of fact whereby suit for permanent injunction filed by the plaintiffs has been decreed and the counter claim challenging the gift deed 02.08.2004 by propounding the compromise dated 24.01.1994 has been dismissed.

The plaintiffs sought injunction on the ground that they were owners in possession of the land described in the suit on the basis of entry in the revenue record. The defendants appeared and stated that there was already a family settlement between plaintiffs and defendants no.2 and 3 who entered into a compromise with regard to the property in dispute and other properties. However, Mohar Singh alleged to have been gifted one of the property i.e. 6 marlas subject matter of the compromise in favour of the

plaintiffs. The plaintiffs claimed to have been put into possession and sought injunction.

Both the parties led their exclusive evidence.

Mr. Ashwani Bhardwaj, learned counsel appearing on behalf of the appellant, submitted that the attesting witness i.e. Amar Singh, defendant no.1, relative of the parties, appeared as DW2 in favour of the appellant -counter claimants and stated that he did not append the signatures on the gift deed. The Courts below have erroneously non-suited the counter-claimant by not relying the compromise, as original has not come on record. The gift deed not acknowledged by the attesting witness should have been discarded and devolution was to be as per the natural succession, which was import of the compromise.

I have heard learned counsel for the appellants, appraised the paper-book and of the view that there is no force or the merit of the case. Concededly in the compromise dated 24.01.1994 Mohar Singh is not the signatory. It is strange that the person who was not the owner has arrived at a compromise, during the life time of Mohar Singh, who died in the year 2011-12 for distribution of the property to the extent of half share. Even if the compromise is discarded, the gift deed is a registered document which carries presumption of truth. No efforts have been made to examine the signatures of the attesting witness who simply denied the signatures. Denial would not be ground for discarding the registered document. On the contrary, plaintiffs have been found to be in possession of the land.

In view of such circumstances, I do not find any illegality and perversity in the concurrent finding of fact rendered by the Courts below, much less, no substantial question of law arises for determination by this

Court. No ground for interference is made out. Resultantly, the second appeal is dismissed.

May 07, 2019
vkd

(Amit Rawal)
Judge

Whether reasoned / speaking : Yes / No
Whether reportable : Yes / No