

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

**RSA No.6114 of 2014 (O&M)
Date of Order:25.03.2019**

Surinder Singh and another

..Appellants

Versus

Baldev Singh and others

..Respondents

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. Rajesh Goyal, Advocate, for
Mr. Pritam Saini, Advocate,
for the appellants.

Mr. Tarun Vir Singh Lehal, Advocate,
for the respondents.

ANIL KSHETARPAL, J(Oral)

Defendants-appellants are in the regular second appeal against the concurrent findings of fact arrived at by the courts below decreeing the suit for declaration with consequential relief of permanent injunction.

It is unfortunate that even after entering into a settlement before the Lok Adalat in 2 previous suits between the family members, the parties are still fighting in the courts.

Anoop Singh, the common ancestor has 4 sons Baldev Singh, Late Sh. Avtar Singh, Surinder Singh and Gurmit Singh. Defendants-appellants are Surinder Singh and Gurmit Singh. Property had devolved upon these sons from Anoop Singh. Avtar Singh died and he left behind Gurcharan Singh, his son, who has unfortunately died leaving behind plaintiffs no.2 and 3. The earlier compromise arrived at between the parties is Ex.P3, dated 18.02.2006. According to the aforesaid compromise, 2 suits

which were pending between the parties were withdrawn in terms of compromise deed dated 18.02.2006. Defendants even after entering into settlement wanted to resile therefrom forcing the plaintiffs to file this suit. In the present suit, defendants pleaded that there was no compromise arrived at and the previous suit instituted was not proper as minors were not represented.

In evidence, Gurmit Singh appeared as DW1 and in cross-examination he admitted the previous civil litigation. He also admitted his signatures on points 'A and 'B' of Ex.P3, the compromise deed. DW2 Harbans Singh, Nambardar, who was also signatory to Ex.P3 admitted his signatures on point 'C'.

On the basis of the aforesaid evidence, both the courts decreed the suit filed by the plaintiffs.

This court has heard learned counsels for the parties at length and with their able assistance gone through the judgments and decrees passed by the courts below and the record.

Learned counsel appearing for the appellants has submitted that the compromise deed was not registered and therefore, it cannot result in transferring immovable property worth more than Rs.100/- He further submitted that the courts have erred in taking Ex.P3 as a family settlement as it is only acknowledging possession.

This court has analyzed the argument of learned counsel and find no substance therein.

As regards the effect of document being unregistered, it may be noted that undisputedly the property had devolved upon the parties from Anoop Singh, so everyone was co-owner in the property. It has been

pleaded by the plaintiffs in para 5 of the plaint that they had left their share in village Laddal and for that reason only they were given more share in village Malakpur i.e. property in dispute. Such compromise was arrived at in the presence of panchayat members. Therefore, the courts have rightly held that it is a memorandum of family settlement which does not require registration.

As regards the next argument of learned counsel, the compromise deed Ex.P3 has been read over in an open court and it is apparent through the aforesaid document that not only the possession was settled, but entire dispute between the brothers was resolved. Hence, the argument of learned counsel that Ex.P3 is only qua possession is factually incorrect.

Hence, this court does not find any good ground to interfere.

The regular second appeal is dismissed.

March 25, 2019
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(ANIL KSHETARPAL)
JUDGE

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