

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

**RSA No.4788 of 2017(O&M)
Date of Decision: 03.10.2019**

Hans Raj	Appellant
Versus	
Balbir Chand and others	Respondents

CORAM: HON'BLE MR. JUSTICE RAJ MOHAN SINGH

Present:Mr. Sandeep Punchhi, Advocate
for the appellant.

Mr. Rrajinder Kantiwal, Advocate
for the respondents.

RAJ MOHAN SINGH, J.(Oral)

CM No.12182-C of 2019

Notice in this application was issued on 23.09.2019 for today. With the concurrence of the parties, the main case is taken up today itself.

Main case

[1]. Prayer is for disposal of the present appeal on the basis of compromise dated 19.05.2018 effected between the parties. Plaintiffs Balbir Chand and Baldev Chand sons of Mohar Chand @ Mohar Singh residents of Village Nanakpur, Tehsil and District Sirsa filed a suit for permanent injunction against the defendants namely Hans Raj, Jai Chand, Puran Chand and

Sudhir. Plaintiffs claimed themselves to be in exclusive possession over the suit property.

[2]. Defendants contested the suit on the ground that defendant No.1 had purchased share i.e. 1 kanal 6.5 marla out of total land measuring 2 kanal 13 marla from the brothers of the plaintiffs namely Sukhdev Raj and Rattan Lal. Satyadev Nambardar was the attesting witness who signed the sale deed dated 14.06.2011.

[3]. Trial Court decreed the suit and the defendants remained unsuccessful before the Lower Appellate Court. The present appeal has been filed by Hans Raj. Jai Chand, Puran Chand and Sudhir have been arrayed as proforma respondents.

[4]. During pendency of the appeal, the parties have entered into amicable settlement by way of compromise dated 19.05.2018. The contents of the same are read as under:-

“1. That the land situated in village Bhambhoor, Tehsil and District Sirsa, land measuring 1 kanal 6.5 marlas, being ½ share of total land measuring 2 kanal 13 marlas, comprised in Khewat/khatuni No. 289/420-Min Rect. No. 79 Killa No. 19(2-13), Chahi was purchased by appellant-Hans Raj son of Shri Goma Ram vide registered sale deed No. 4626 dated 14.6.2011 registered in the office of S.R. Sirsa from Sukhdev Raj and Rattan Lal sons of Shri Mohar Singh and obtained the possession of the above said land in specific killa numbers on the spot and since then appellant-Hans

Raj is owner in possession of the above said land and the respondents-Balbir Chand etc. have nothing to do with the above said land in any manner. The above said sellers Sukhdev Raj etc. assured Hans Raj-appellant in presence of witnesses that they will correct the khasra girdawari entries in the revenue records in the name of Hans Raj-appellant. These facts were duly consented by another share holder Satdev Lamberdar, who has also signed this sale deed as Gair Maurusi. He was owner as well as share-holder of the land. They have assured for correction of revenue records in favour of Hans Raj-appellant.

2. That Balbir Chand etc. filed a civil suit No. 234-C of 2014 titled as Balbir Chand etc. Versus Hans Raj before Civil Judge, Sirsa, which was decreed vide judgment and decree dated 09.11.2016 from the Court of Shri Vijay James, Civil Judge (Senior Division), Sirsa. Against this judgment and decree dated 09.11.2016 civil appeal No. 267-CA of 2016 was filed by appellant-Hans Raj before District Judge, Sirsa, which was dismissed vide decision dated 09.05.2017 passed by Shri R.P.Singh, Additional District Judge, Sirsa. Against these decisions, the appellant Hans Raj has filed above said RSA before this Hon'ble High Court, which is still pending.

3. That now the parties have arrived at compromise and as per compromise, the respondents Balbir Chand etc. have admitted the claim of the appellant-Hans Raj and they are ready to record their statement in the Hon'ble High Court oral as well as written for accepting the above said RSA. They are also bound to set aside

the judgment and decree dated 09.11.2016 passed by Civil Judge, Sirsa and Khasra girdawari shall be entered and corrected in favour of Hans Raj-appellant as per the sale deed executed and registered in favour of Hans Raj. This sale deed is legal, valid and genuine one and binding upon the respondents.

4. That application for correction of khasra girdawari was ordered to be sine die vide order dated 15.05.2015 and the same shall be restored and will be decided in favour of the appellant Hans Raj and the respondents will have no objection at all.

5. It is, therefore, prayed that the compromise may kindly be accepted and the same may be made a part of decision. The above said RSA may kindly be accepted. It is also submitted that a criminal case was registered by Balbir Chand etc. against Hans Raj etc. under Section 323, 324 etc. which is still pending in the Court of Shri Vijay James, CJM, Sirsa titled as State Vs. Jai Chand pending for 02.06.2018. The respondents are ready to record their statement in the criminal case as per compromise.”

[5]. In view of terms and conditions of the aforesaid compromise, the present appeal has to be accepted as the plaintiffs have accepted the contents of the terms and conditions and would abide by the same. Balbir Chand and Baldev Chand have executed affidavits (Annexures A5 and A6) respectively with the application i.e. CM No.13805-C of 2018 in token of confirmation of the aforesaid compromise. Affidavits have also

executed by Satyadev attesting witness to the sale deed dated 14.06.2011, Rattan Lal and Sukhdev Raj who had executed the sale deed dated 14.06.2011 in the capacity of vendors.

[6]. Vide order dated 23.09.2019, both the parties were directed to remain present in Court. Appellant Hans Raj along with Mr. Sandeep Punchhi, Advocate is present in Court. Balbir Chand and Baldev Chand are also present in Court along with Mr. Rajinder Kantiwal, Advocate. Both the parties have been identified by their respective counsel.

[7]. Learned counsel for the respondents stated that the plaintiffs/decreed holders have also tendered their affidavits and the plaintiffs in person duly acknowledged the same.

[8]. In view of settlement arrived at between the parties, this appeal is accepted. Impugned judgments and decrees passed by the Courts below are set aside. Compromise shall form part of the decree.

03.10.2019
Prince

(RAJ MOHAN SINGH)
JUDGE

Whether reasoned/speaking

Yes/No

Whether reportable

Yes/No