

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

RSA No.5799 of 2018

Date of decision: 12th February, 2020

Gram Panchayat Jalaludin Majra

... Appellant

Versus

Ajmer Singh & others

... Respondents

CORAM: HON'BLE MR. JUSTICE FATEH DEEP SINGH

Present: Mr. Ravi Sharma, Advocate for the appellant.

FATEH DEEP SINGH, J.

Plaintiff Ajmer Singh in his suit for possession of the land detailed in the head note of the plaint had claimed that he along with his brothers Sant Singh, Surjan Singh and Kuldeep Singh were owners in possession of Bara denoted in Khasra No.60 (0 Kanals 10 Marlas) Khewat No.75//70, Khatoni No.111 to the extent of half share situated in village Jalaludin Majra, District Kurukshetra, on the basis of jama bandi for the year 2010-11. The claim of the appellant Gram Panchayat is based on the grounds that the plaintiff and his co-sharers had exchanged their share of the land with the appellant Gram Panchayat (then defendant No.1) on the basis of agreement dated 15.11.1995 and they were given land of Khewat No.155 min, Khatoni No.261, Khasra No.30/16/1 min (0 Kanal 10 Marlas).

Heard. Any exchange by a statutory body like the Gram Panchayat needs to be brought about by a legally enforceable and valid resolution which is to be approved by the competent authority under the Government of Haryana. To the very specific query of the Court, learned counsel for the appellant fairly concedes at the bar that the alleged exchange deed (Annexure P2) was never got duly sanctioned by the competent authority and therefore, no legitimacy can be derived by the appellant out of such a claim over exchange of the land. Two concurrent findings of the Courts below can in no manner be termed to be wrong appreciation of the law and evidence, and thus the appeal being hopelessly merit-less stands dismissed in limine.

(FATEH DEEP SINGH)
JUDGE

February 12, 2020

rps

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