

IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

Regular Second Appeal No. 1795 of 2008 (O&M)
Date of decision : April 20, 2021

Rajeev Luthra

....Appellant

versus

Rohtash and others

....Respondents

Coram: Hon'ble Mr. Justice Fateh Deep Singh

Present : Mr. Amarjit Markan, Advocate, for the applicant/appellant

Mr. Kamal Goyal, Advocate, for respondent no.1

Respondents No. 2 and 3 – given up.

Fateh Deep Singh, J. (Oral)

CM-1542-C-2021

The matter has been taken up through Video-conferencing on account of outbreak of pandemic COVID-19.

Counsel for both the sides have made statement that compromise dated 1.4.2021, Annexure C-1, original copy of which has been affixed with this application and is taken on record, has been got executed between appellant-Rajeev Luthra and respondents-Rohtash Singh, Kuldeep and Ramesh and vouch for its truthfulness and the

voluntariness of the parties honouring to this arrangement by way of compromise between them.

RSA-1795-2008

Learned counsel for the appellant has made statement that since no relief is being claimed against respondents no. 2 and 3, they may be given up. Ordered accordingly.

Appellant-Rajeev Luthra and respondents-Rohtash Singh, Kuldeep and Ramesh were litigating over the property detailed in the respective claims. As a consequence of which Rohtash Singh-plaintiff filed civil suit No. 231 dated 15.5.1998 for declaration that registered sale deed dated 18.7.1995 is liable to be set aside with a prayer that defendants no. 1 and 2 therein be restrained from interfering in his peaceful possession and ownership over the land detailed in the suit. Rohtash Singh-plaintiff also filed another civil suit No. 938 dated 15.12.1995 seeking same relief in respect of another sale deed dated 17.7.1995. Both suits were subsequently clubbed together whereby the trial court decreed both the suits filed by plaintiff-Rohtash Singh setting aside registered sale deeds dated 17.7.1995 and 18.7.1995, vide common judgment dated 30.10.2006 passed by the court of learned Civil Judge(Junior Division), Gurgaon. Rajeev Luthra-appellant/defendant no. 4 preferred two civil appeals Nos. 124 of

23.11.2006 and 125 of 23.11.2006 against this judgment and decrees. First appellate court of learned Additional District Judge, Gurgaon vide common judgment and decrees dated 26.7.2007 partly allowed both the appeals. As a consequence of this judgment and decrees, two regular second appeals i.e. RSA-3386-2007 and RSA-1795-2008 were filed.

It is during the pendency of the present appeals, the parties settled their dispute regarding which Mr. Amarjit Markan, Advocate, for the appellant and Mr. Kamal Goyal, Advocate for respondent no. 1 have made respective statements and placed on record original compromise deed dated 1.4.2021, which was taken on record as Annexure C-1. The relevant part of the compromise is follows:-

“xxx xxx xxx xxx

1. Rajeev Luthra appellant has relinquished ownership rights of land measuring 4 K 10 M in favour of Rohtash Singh plaintiff/respondent and the appellant has no objection in case Rohtash Singh Plaintiff/respondent no. 1 is held as owner to the extent of 4 K 10 M out of ½ share in the suit land measuring 29 K 7 M situated in village Gairatpur Bass, District Gurgaon, purchased from Chandu Lal

deceased vide registered sale deed dated 17.7.1995.

2. That Rohtash Singh Plaintiff/respondent No. 1 has no objection in case Rajeev Luthra appellant is held as owner of the remaining land measuring 10 K 4 M out of the purchased land to the extent of $\frac{1}{2}$ share of the land comprised in rect. No. 30, Killa No. 8(8-0), 9(8-0), 13(8-0), 18/1(5-7), total measuring 29 K 7 M situated within the revenue estate of village Gairatpur Bass, District Gurgaon.

3. That Rohtash Singh Plaintiff/respondent No. 1 has relinquished his share/claim with regard to land measuring 46 K 14 M comprised in rect. No. 30 Killa No. 1(8-0), 10(8-0), Rect. No. 31, Killa No. 5/2(2-16), 6(8-0), 7/1(5-16), 13/2(1-4), 14(8-0), 15/1(4-2), 28(0-16), situated in village Gairatpur Bass and the respondent no. 1 has no objection in case Rajeev Luthra appellant is held as owner in possession of 46 K 14 M and the plaintiff has no right or title upon this land.

xxx xxx xxx xxx”

In the light of the submissions of the two sides, this Court is satisfied that the compromise is in the interest of parties and for

their betterment because of an outcome of voluntariness. In the light of the same, the present regular second appeal is disposed of on the basis of this compromise Annexure C-1 and that the compromise shall form part of the decree sheet and would be attached therewith.

The regular second appeal stands disposed of accordingly.

April 20, 2021
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(Fateh Deep Singh)
Judge

Whether speaking/reasoned ?
Whether Reportable ?

Yes/No
Yes/No