

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

CR-2167-2022
Decided on : 27.05.2022

Randhir Singh

..... Petitioner

Versus

Gurjant Singh

..... Respondent

CORAM : HON'BLE MRS. JUSTICE MANJARI NEHRU KAUL

Present : Mr. Mohiner Singh Joshi, Advocate
 for the petitioner.

Manjari Nehru Kaul, J.(Oral)

Instant revision petition has been filed under Article 227 of the Constitution of India for setting aside the order dated 15.03.2022 (Annexure P-1) passed by Civil Judge, Jr. Divn., Patiala vide which application seeking judgment on the basis of admission made by the respondent-defendant under Order 12 Rule 6 CPC was dismissed.

Learned counsel for the petitioner submits that the impugned order suffers from material irregularity and is not in consonance with the provisions of Order 12 Rule 6 CPC. He further submits that the respondent-defendant appeared before the trial Court on 19.12.2019 and suffered a statement to the effect that the parties had compromised the matter and pursuant thereto he was willing to execute and register a sale deed in favour of the plaintiff qua the suit land by 31.01.2020. He still further submits that once the respondent-defendant had made a clear and unequivocal admission of the claim of the petitioner-plaintiff, the trial Court was duty bound to pass a judgment on such admission.

Heard learned counsel and perused the relevant material
available on record.

The respondent-defendant while appearing before the trial Court on 19.12.2019 made the following statement:

“stated that I have compromised the matter with the plaintiff and I will execute and get registered the sale deed of the land in question in favour of the plaintiff upto 31.01.2020. Stay order dated 04.08.2018 may kindly be vacated in view of the compromise. If I fail to execute the sale deed in favour of the plaintiff qua the land in question within the above said period, in that case, I have no objection, if the suit of the plaintiff be decreed.”

Thereafter, the case was adjourned to 07.02.2020 for intimating the Court qua the execution of the sale deed and withdrawal of the suit. However, subsequently, the compromise between the parties could not fructify as a result of which, the sale deed was not executed by the respondent-defendant rather he filed his written statement before the trial Court wherein he alleged that the agreement to sell dated 08.07.2016 was a result of fraud.

It is the settled law that fraud vitiates every proceeding and even an agreement based on fraud would be voidable. No doubt, fraud has to be proved by leading cogent evidence, however, it would be a matter of trial, to be decided after both the parties have led their evidence. Therefore, it would not have been safe to pass a judgment on an admission based on an agreement, which was alleged to be a result of fraud.

As a sequel to the above, this Court does not find any merit in the instant petition and the same stands dismissed, accordingly.

27.05.2022
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(MANJARI NEHRU KAUL)
JUDGE

Whether speaking/reasoned:
Whether reportable :

Yes/No
Yes/No