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IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH.

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Date of decision: 27.05.2024

Jarnail Singh @ Jarnail Singh Gill

...Petitioner.

Versus

Jit Singh @ Jeet Singh through LRs and others

....Respondents.

CORAM: HON'BLE MRS. JUSTICE SUKHVINDER KAUR

Present: Mr. Swarn Tiwana, Advocate
for the petitioner.

Sukhvinder Kaur, J.

By way of present revision petition, the petitioner has challenged order dated 22.08.2023 (Annexure P6), passed by the trial Court, vide which application under Order 23 Rule 3A read with Section 151 CPC for restoring the suit, which had been withdrawn on the basis of compromise vide order dated 01.08.2015 passed by learned Presiding Officer, Lok Adalat, Patiala, was dismissed.

2. The brief facts relevant for adjudication of the present revision petition are that petitioner filed an application under Order 23 Rule 3A read with Section 151 CPC for recalling/ restoring the order dated 01.08.2015 passed by learned Presiding Officer, Lok Adalat, Patiala. It was alleged in the said application that Teja Singh defendant No.1 alongwith Pritpal Singh defendant No.2 executed agreement to sell dated 07.07.2020 in favour of

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the plaintiff. They agreed to sell the land comprising in Khewat No.1732/2631, Khasra No.10//13/1(1-11), 18/1 (3-3), total measuring 04 kanals 14 marlas and khewat/ khatauni No.1037/1640, khasra No.10//16 min (05kanamls-06 marlas) i.e. total measuirng 10 kanals, situated within the revenue estate of village Tripuri Saidan, Tehsil and District Patiala, according to the jamabandi for the year 1996-97 to the plaintiff for a total sum of Rs.24,50,000/- and put the plaintiff in possession thereof. It was also alleged that the entire sale consideration of Rs.24,50,000/- was paid by the plaintiffs to Jit Singh defendant No.1 and Pritpal Singh defendant No.2, at the time of execution of the abovesaid agreement to sell dated 07.07.2000. It was agreed and so stipulated in the above agreement to sell dated 07.07.2000 that the plaintiff could get the sale deed/ sale deeds executed and registered at any time in his favour and in case of failure on the part of the vendors, the plaintiff could get the sale deed executed through court. A registered deed of Power of Attorney bearing vasika No.896 dated 07.07.2000 in favour of the plaintiff was also executed by defendants No.1 and 2. The plaintiff being General Power of Attorney holder on the basis of the above deed of Power of Attorney sold land measuring 5 kanals comprising of Khewat/ khatoni No.1037/ 1640, khasra No.10//6 min (5-0) according to jamabandi for the year 1996-97 to Manpreet Kaur daughter of Harpal Singh-defendant No.27 to the extent of 70/100 share and Randhir Singh-defendant No.28 to the extent of 30/100 vide registered sale deed dated 28.06.2001 bearing vasika No.4368 dated 28.06.2001. Mutation No.15685 was entered and sanctioned on 14.08.2001 in favour of

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defendants No.27 and 28 on the basis of the above said sale deed bearing vasika No.4368 dated 28.06.2001. It was alleged that Jit Singh (since deceased) defendant No.1 in violation of the above agreement dated 07.07.2000 executed sale deed bearing vasika No.2472 dated 24.05.2001 pertaining to land measuring 40 kanals 10 marlas as described therein according to jamabandi for the year 1996-97 including the land covered by the above agreement to sell dated 07.07.2000 to defendants No.2, 9, 21 to 26 which has also been wrongly and illegally further transferred as stated above. That Jit Singh (since deceased)-defendant No.1 in violation of the above agreement dated 07.07.2000 executed sale deed bearing vasika No.2475 dated 24.05.2001 pertaining to land measuring 40 kanals as described therein according to jamabandi for the year 1996-97 including the land covered by the above agreement to sell dated 07.07.2000 to defendants No.2 to 18 and 20. Mutation No.19989 was got sanctioned by above defendants on 23.01.2006 without notice at the back of the plaintiff. On coming to know about the aforesaid violations made by Jit Singh (since deceased) defendant No.1, plaintiff lodged report with the Police and FIR No.483 under Section 420 IPC was registered on 29.08.2001 at Police Station Civil Lines, Patiala against Jit Singh (since deceased)-defendant No.1.

3. Thereafter, Jit Singh defendant No.1 and Pritpal Singh Defendant No.2 entered into written compromise with the plaintiff on 06.05.2023 and admitted the sale deed executed by the plaintiff in favour of defendants No.29 and 30 to be correct. It has been alleged that thereafter

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having malafide and dishonest intention Jit Singh defendant No.1 and Pritpal Singh defendant No.2 fraudulently cancelled the above vasika No.756 i.e. deed of General Power of Attorney dated 07.07.2000 vide cancellation deed vasika No.756 dated 11.07.2001. Mutation No.15298 was sanctioned on 09.10.2000 of land measuring 112 kanals 11 marlas situated within the revenue limits of village Tripuri Saidan including the suit land in favour of Jit Singh defendant No.1 on the basis of compromise in the Hon'ble Supreme Court dated 06.09.2000, but as per the compromise defendant No.1 did not make the payment to Kamla Devi and others heirs of Krishan Kumar Dutt, as such suit was filed in 2003 by them against Jit Singh defendant No.1 and others and the suit was again compromised vide written agreement dated 17.07.2007 and order dated 15.09.2007 was passed by Presiding Officer, Lok Adalat, in terms of the said compromise. It has been alleged that in the above said suit one Manpreet Kaur defendant No.27 and Randhir Singh-defendant No.28 have also been arrayed as defendants No.31 and 32 but intentionally the plaintiff Jarnail Singh was not made a party having prior rights under the above agreement to sell dated 07.07.2000, so the agreement of compromise dated 17.07.2007 and the order dated 15.09.2007 do not affect the rights of the plaintiff Jarnail Singh in any manner and thus are illegal, null and void and liable to be set aside being invalid and ineffective qua the prior rights of the plaintiff on the basis of the aforesaid agreement to sell dated 07.07.2000. Consequently, mutation No.18603 was got sanctioned by defendant No.29 on 28.04.2008 is also illegal, null and void and is liable to be set aside on the basis of aforesaid

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agreement to sell dated 07.07.2000. Manpreet Kaur- defendant No.27 and Randhir Singh-defendant No.28, who had purchased land measuring 5 kanals comprising of khasra No.10//6 min (5-0) from Jarnail Singh vide sale deed dated 28.06.2001, further sold the same to defendant No.29. The plaintiff asked defendants to execute the sale deed in his favour or his nominee of the suit land but the defendants kept on avoiding the matter on the one pretext or the other. So the plaintiff/petitioner filed the above suit. Defendants No.2, 3 and 29 through its Director Shir Radhey Shyam Goyal had been approaching the plaintiff to effect the compromise regarding the matter in controversy involved in the suit and defendants agreed to execute the sale deed of the suit land in favour of the plaintiff or of his nominee(s) and asked the plaintiff to withdraw the suit before execution of sale deed and the defendants gave assurance to perform their part of the compromise. Believing the defendants, the plaintiff withdrew the suit having been compromised on 01.08.2015 by suffering statement in this regard in the Court and accordingly, the suit was ordered to be dismissed as withdrawn on 01.08.2015 by the Court. The aforesaid defendants No.2, 3 and 29 through its Director Radhey Shyam Goyal failed to execute the said sale deed of the suit land in favour of the plaintiff with a malafide intention, so they have got the suit withdrawn from the plaintiff by playing fraud on him by giving him false assurance. So, it was prayed that order dated 01.08.2015 be set aside/ recalled and suit be restored at its original number.

4. Reply to the said application was filed on behalf of defendant No.29 denying the averments as made in the application and it was alleged

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that the plaintiff at his own got his false and frivolous suit dismissed as withdrawn on 01.08.2015, which was contested by the defendant tooth and nail and no compromise was effected between the parties at all.

5. Order dated 01.08.2015 passed by the learned Presiding Officer, Lok Adalat has been reproduced in the impugned order which reads as under:-

“File taken up today in Lok Adalat. Plaintiff had also suffered separate statement thereby withdrawing the present suit as the matter has been compromised. He also prayed for refund of his court fee. In view of the said statement, present suit is dismissed as withdrawn, stay order if any is ordered to be vacated, court fee is ordered to be refunded as per rules. File be consigned to the record room.”

6. From the perusal of the aforesaid order it is crystal clear that the above said suit was withdrawn as per the statement suffered by the applicant in the Lok Adalat on 01.08.2015 in presence of his counsel. The present application for recalling the said order has been moved only on 12.03.2018, after lapse of approximately three years. But it has not been explained that why the petitioner kept on waiting for three years for filing the said application.

7. It has been alleged by the plaintiff in the application under Order 23 Rule 3A read with Section 151 CPC that he had withdrawn the suit upon the assurance given by the defendants to perform their part of the compromise. But no such written compromise has been placed on record

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and even it has not been clarified that whether such compromise was oral or in the shape of some writing. This is also not the case of the plaintiff that under compulsion he had withdrawn the suit. So it was his own choice if before execution of the alleged sale deed in his favour by the defendants he opted to withdraw the suit. Onus was again upon the plaintiff to prove fraud as alleged by him, again which is not proved. The trial Court rightly held that the Lok Adalats have been given the statutory status under the Legal Services Authorities Act, 1987 and the award (decision) made by the Lok Adalat is deemed to be decree of a civil Court and is final and binding on all the parties and no appeal against such an award lies before any Court of law.

8. In this context the trial Court rightly placed reliance upon the judgment in **State of Punjab and another Vs. Jalour Singh and others, reported in (2008) 2 SCC 660**, wherein it was held that where an award is made by the Lok Adalat in terms of a settlement arrived at between the parties, it becomes final and binding on the parties to the settlement and becomes executable as if it is a decree of a civil Court, and no appeal lies against it to any court. If any party wants to challenge such an award based on settlement, it can be only by filing a petition under Article 226 and/ or Article 227 of the Constitution, that too on very limited grounds.

9. Thus the instant application under Order 23 Rule 3A read with Section 151 CPC is not maintainable, when admittedly the said case was dismissed as withdrawn, before the Lok Adalat, as per the statement suffered by the plaintiff Jarnail Singh, wherein he himself submitted that the matter had been compromised.

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10. The case law cited by learned counsel for the petitioner **Binny Bawa Vs. Vinay Kumar and others**, in CR-1831 of 2012 decided on 25.04.2012, is not applicable to the facts of the case in hand as the petitioner/ plaintiff has not been able to prove the alleged fraud as committed by the defendants/ respondents with him.

11. There is no illegality or infirmity in the impugned order and no interference therewith is called for while exercising the revisional jurisdiction. The present revision petition being bereft of any merits stands dismissed.

12. All pending applications, if any, also stand disposed of accordingly.

(SUKHVINDER KAUR)
JUDGE

27.05.2024.
komal

Whether speaking/ reasoned : Yes/ No
Whether Reportable : Yes/ No