

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

RSA-1870-1997 (O&M)
Reserved on : 11.07.2024
Date of Decision : 26.07.2024

Sukh Ram and OthersAppellants

Versus

Abhey Singh and OthersRespondents

CORAM : HON’BLE MRS. JUSTICE ALKA SARIN

Present : Mr. Sanjay Mittal, Advocate
for appellants No.1 to 3 and 5 to 9.

None for appellant No.4.

Mr. Zorawar Singh Chauhan, Advocate for the respondents.

ALKA SARIN, J.

1. The present appeal has been preferred by the plaintiff-appellants challenging the judgment and decree dated 28.05.1992 passed by the Trial Court and the judgment and decree dated 25.02.1997 passed by the First Appellate Court.
2. The present plaintiff-appellants are the legal representatives of the original plaintiff - Jai Ram - who has expired. The brief facts relevant to the present *lis* are that the original plaintiff - Jai Ram - filed a suit for declaration to the effect that he was the owner in possession of the suit land as fully described in the plaint. It was the case set up by the plaintiff- Jai Ram - that he had no other land except the land in dispute to earn his livelihood. According to him, in Rabi 1987 when he went to cultivate his



agricultural land, Amar Singh, the father of the defendants-respondents, stopped him from cultivating the fields and told him that he had no right to enter upon the land because he (Jai Ram) had already given 28 kanals and 6 marlas to him on lease for 99 years for a consideration of Rs.8,000/- through a registered lease deed dated 06.09.1984. It was further the case that the lease deed was never executed by Jai Ram and that the lease deed was null and void qua his rights. It was further the case that the same was without any consideration and the possession was also not delivered. The defendants-respondents filed a written statement averring therein that the possession of the suit land had been delivered to them on 06.09.1984, the date on which the registered lease deed was executed. It was further the case that the defendants-respondents had been in possession of the suit land since execution of the lease deed for a consideration of Rs.8,000/-. It was further averred in the written statement that the original plaintiff - Jai Ram - needed money for his domestic needs and further purchase of gifts for his daughter at the time of delivery and as such the lease deed was executed. It was further averred that Rs.2 lacs had been spent in constructing a pucca well and installing the electricity motor over the suit land.

3. On the basis of the pleadings of the parties the following issues were framed :

1. Whether the plaintiff is owner in possession of the suit land as alleged in the plaint ? OPP



2. Whether the lease deed dated 6.9.84 is a bogus document and is void and not binding upon the rights of the plaintiff ? OPP
3. Whether the plaintiff has no locus standi to file the present suit ? OPD
4. Whether the suit is not property valued for the purpose of court fee and jurisdiction ? OPD
5. Whether the suit is hit by law of limitation ? OPD
6. Relief.

4. The Trial Court vide judgment and decree dated 28.05.1992 dismissed the suit of the plaintiff-appellant. Aggrieved by the same, an appeal was preferred which appeal was also dismissed by the First Appellate Court vide judgment and decree dated 25.02.1997. Hence, the present regular second appeal.

5. Learned counsel for the plaintiff-appellants would contend that a fraud was played upon the original plaintiff - Jai Ram - and in the garb of getting the plaintiff his pension, the lease deed was got executed on 06.09.1984. It is urged that the suit was within limitation and the finding to the contrary by the Courts is erroneous. He would further contend that this is the only piece of land that is owned by the plaintiff-appellants.

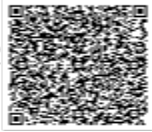
6. *Per contra*, learned counsel for the defendants-respondents would contend that the lease deed was a registered document and that the same was witnessed and duly executed in front of the Sub-Registrar. It is



further the contention that the document was read and thereafter thumb marked by the original plaintiff - Jai Ram. Learned counsel has argued that the Courts have rightly dismissed the suit warranting no interference in second appeal.

7. I have heard the learned counsel for the parties.

8. The challenge is to the lease deed dated 06.09.1984. Though a case alleging fraud has been set up by the plaintiff-appellants, however, they failed to prove the fraud. The plaintiff-appellants have set up a case that the land had been regularly cultivated by Jai Ram through his son-in-law and that it was only in Rabi 1987 that he was refrained from doing so on the pretext that a lease deed had been executed in favour of the defendant-respondents on 06.09.1984. The lease deed itself is a registered document on which the original plaintiff Jai Ram did not deny his thumb impression. It is, however, the case set up that he was taken there on the pretext of getting his pension papers, however, the lease deed was prepared. Jai Ram had stated that the land was being cultivated through his son-in-law, however, when his son-in-law was examined he did not disclose when he last cultivated the land. On the issue of limitation, learned counsel for the plaintiff-appellants has not been able to point out any evidence that the plaintiff-appellant was oblivious of the lease deed dated 06.09.1984 and it was only for the first time in Rabi 1987 that he discovered about the lease deed dated 06.09.1984. The finding regarding the suit being barred by limitation does not call for any interference. Both the Courts have concurrently held that there is no



evidence on the record that the plaintiff-appellants have been cultivating the land after 06.09.1984.

9. In view of the above, there is no merit in the present appeal. No question of law, much less any substantial question of law, arises in the present appeal. The appeal is accordingly dismissed. Pending applications, if any, also stand disposed off.

26.07.2024
Ankur

(ALKA SARIN)
JUDGE

NOTE: Whether speaking/non-speaking: Speaking
Whether reportable: YES/NO