

CR-2818-2021 (O&M)

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2024:PHHC:008009

118 IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CR-2818-2021 (O&M)

Date of decision: 20.01.2024

Om Parkash

....Petitioner

Versus

Rampal

..Respondent

CORAM: HON'BLE MR JUSTICE ANIL KSHETARPAL

Present:- Mr. Ravi Dutt Sharma, Advocate for the petitioner

Mr.Ashutosh Verma, Advocate for

Mr. R.S.Dhull, Advocate for the respondent

ANIL KSHETARPAL, J (Oral)

1. This revision petition poses a new challenge faced by the courts in the materialistic world. The petitioner herein filed a suit on 10.08.2017, for possession by way of specific performance of the agreement to sell, with a consequential relief of permanent injunction. During the pendency of the suit, the parties appeared before the daily Lok Adalat. A joint statement of the parties was recorded on 22.02.2021, by the Additional Civil Judge, Senior Division, Guhla, which reads as under:-

*“Statement of Om Parkash age 45 years
s/o Alwns r/o Village Balbehra On SA
(Alongwith Sh.Gurta Singh counsel for plaintiff) w/o
Statement of Ramphal aged 40 years son of Bharthu
r/o village Balbehra
(Alongwith Sh.Ram Pal Sharma, counsel for the
defendants)*

*Stated that compromise has been affected
between Plaintiff and defendant in Daily Lok Adalat
today. In pursuance of agreement to sell dated
7.7.2017 the defendant shll hand over the possession
of land measuring 10K-5M to plaintiff on or before*

20.4.2021 and shall execute the sale deed in respect of the aforesaid land in favour of the plaintiff after getting the balance sale consideration of Rs.22,03,797/- before the Sub Registrar Guhla. This compromise has been arrived without any pressure and influence with the sweet will of the parties and written compromise is Ex.C-1. It has been got typed with the help of the counsel for the parties and it has been read over and explained to the parties and parties have appended their signatures over it after understanding the contents and by admitting those to be correct. We shall be bound by the compromise Ex.C-1. Since the compromise has arrived in the Lok Adalat so the Court fee stamps may be ordered to be refunded to the plaintiff and parties may be bound by the terms of the compromise Ex.C-1. Case may be dismissed as withdrawn.”

2. The Additional Civil Judge, Senior Division, on the basis of the statement made by the parties passed the following order:-

“Today, the case was fixed for documentary evidence of defendant and rebuttal evidence, if any and arguments. No rebuttal evidence is present. Learned Counsels for both the parties have appeared before the Court along with both parties and submitted that matter has been compromise between parties, as per compromise Ex.C1. Compromise Ex.C1 placed on file. Joint statement of plaintiff and defendant to that effect recorded. Further, parties to the suit alongwith counsels have requested that as matter has been compromised, so plaintiff do not want to continue the present suit and wants to withdraw the same but court fee may kindly be ordered to be refunded.

Heard. In view of aforesaid statement, present suit is hereby dismissed as withdrawn. Court fees be refunded to plaintiff as per rules of Legal Service Authority Act. Original stamp papers be returned to plaintiff. Certified copy of stamp papers be placed on file File be consigned to the record room after due compliance.”

3. As per the agreement to sell, the plaintiff agreed to purchase the land measuring 10 kanals 5 marlas 2 sarsai from 1/8th share of the joint land measuring 82 kanals 2 marlas comprised in Khewat no.109 as per jamabandi for the year 2015-16 situated in Village Balbahera, Tehsil Guhla, District Kaithal.

4. In order to frustrate the petitioner's claim, the respondent entered into a private partition with his co-sharers and the land which was located on the rear side, having no passage, was sought to be given to the petitioner, so much so that it forced him to file an application before the trial court. The learned trial court has dismissed the application on the ground that the suit has been dismissed as withdrawn and now the court cannot pass any other order.

5. Heard the learned counsel representing the parties at length and with their able assistance perused the paperbook.

6. The learned counsel representing the petitioner contends that the respondent is bound by his statement and therefore, the trial court should have atleast restored the suit, particularly, when the respondent has turned dishonest.

7. On the other hand, the learned counsel representing the respondent submits that the petitioner never prayed for restoration of the suit rather he prayed for restoration of the sale deed of the land measuring 10 kanals 5 marlas 2 sarsai, which is 1/8th share of the joint land.

8. This Court has considered the submissions made by the learned counsel representing the parties.

9. The other co-sharers are not parties to this litigation. Any subsequent change in the position of the suit land is governed by the rule of lis pendens.

10. In CR-4701-2019 titled as **Robin Gupta vs M/s Stratford Educational Management Pvt. Ltd. and others'** decided on 23.12.2020, this Court has examined the powers of the High Court under Article 227 of the Constitution of India in such circumstances and the court held as under:-

“As an upshot of the aforesaid discussion, interest of substantial justice commands that order passed by the Lok Adalat should be set aside and the matter be remitted to the said Court for passing an appropriate order in view of terms and conditions of settlement, application filed by the parties for passing a consent decree and statements made by the parties in respect of settlement. Accordingly, order passed by the Lok Adalat is set aside and the matter is remitted to the said Court for passing an appropriate order, in accordance with law. The parties through their counsel are directed to appear before the Lok Adalat on 19.01.2021. The Lok Adalat shall dispose of the matter within one month of parties putting in appearance.

In view of what has been discussed hereinbefore, petition stands disposed of in the aforesaid terms, leaving the parties to bear their own costs. All pending miscellaneous applications shall be deemed to be disposed of.

Before parting with this order, it is pertinent to note that during long experience as a member of judiciary, I have not come across even a single case where the Lok Adalat has passed an award in compliance of provisions of Regulation 17 and specimen annexed thereto. In order to avoid any legal complications, the Lok Adalats in the States of Punjab, Haryana and U.T. Chandigarh are directed

to pass the award in compliance with the provisions of Regulation 17 of the Regulations.”

11. Thus, it is evident that the Court under Article 227 of the Constitution of India has power to superintendence, which enables the court to pass the orders which advance the cause of justice.

12. Keeping in view the aforesaid facts, the order passed by the court on 29.09.2021, is set aside. The suit filed by the plaintiff is restored to its original number by recalling the order dated 22.02.2021. The trial court is also requested to examine the possibility of proceedings against the respondent for having played hide and seek with the court. The parties through their counsel are directed to appear before the trial court on 29.02.2024.

13. Disposed of accordingly.

14. All the pending miscellaneous applications, if any, are also disposed of.

20.01.2024

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Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No

(ANIL KSHETARPAL)
JUDGE