



114 IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

RSA-3437-2016 (O&M)

Date of decision : 07.05.2025

Lakhan Lal @ Lakhmi and another

...Appellants

Vs.

Balbir and others

...Respondents

CORAM:- HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. J.S. Hooda, Advocate
for the appellants.

Mr. B.S. Tewatia, Advocate
for the respondents.

ANIL KSHETARPAL, J. (Oral)

I Brief facts:-

1. The plaintiffs assail the correctness of the First Appellate Court's judgment which in turn has reversed the judgment of the trial Court.

2. The plaintiffs filed a suit for grant of decree of permanent and mandatory injunction claiming that he is the co-owner in possession of a *gair mumkin gait* comprised in khasra No. 207 (01 kanal 11 marlas) and the defendant has no right, title or interest in the same. Hence, he cannot be encroached upon the same. On demarcation of the property, it has been found that defendant has stored fuel wood in the disputed property. The defendant while contesting the suit claimed that the parties entered into agreement on 13.04.2008 in the presence of the respectables, wherein, the property on the west direction measuring 8 feet was left as a thoroughfare in order to provide passage to the defendant.



3. The trial Court decreed the suit, however, the First Appellate Court while relying upon Ex. D-1 dated 13.04.2008, reversed the decree of the trial Court, resulting in dismissal of the plaintiffs' suit.

II Arguments:-

4. Learned counsel representing the appellants submits that defendant admits that he has been using the Panchayat land for passage and agreement dated 13.04.2008 was never acted upon. Hence, the First Appellate Court erred in reversing the decree.

5. *Per contra*, learned counsel representing the respondents submits that the agreement dated 13.04.2008 was not only reduced into writing but signed by more than 10 elders of the family including Namberdar-Sh. Gajraj Singh. He submits that the defendants have only been provided a passage in order to facilitate usage of the premises.

III. Analysis and Discussion:-

6. This Court has considered the submissions made by the learned counsel representing the parties and perused the paper-book alongwith the requisitioned record.

7. The agreement dated 13.04.2008 is an exhibited document, which has been proved. It is specifically recorded in agreement that the defendants have been given 8 feet passage out of western side of plot No. 207 for the purpose of access to Plot No. 208, which is owned by defendants. This document is signed by plaintiff No.1-Sh. Lakhan Lal. As already noticed, it is also signed by around 16 elders of the village. Such agreement executed between the parties is required to be honoured. Merely because the defendants

are also using some part of the Panchayat land for passage would not be sufficient to discard the agreement between the parties, which was reduced into writing. The plaintiffs cannot claim that since the agreement has not been acted upon, hence, that should not be enforced. Once, the agreement has been proved, the same is required to be honoured.

IV. Decision:-

8. Keeping in view the aforesaid facts, no ground to interfere is made out.
9. Hence, the appeal is dismissed.
10. All the pending miscellaneous applications, if any, are also disposed of.

07.05.2025
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(ANIL KSHETARPAL)
JUDGE

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