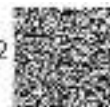


RSA-1106-2014 (O&M) and other connected cases

2025:PHHC:172902



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IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

RSA-1106-2014 (O&M) and other connected cases

Date of Decision: December 10, 2025

KAMLA & ORS

.....Appellants

Versus

RADHA SOAMI SATSANG BEAS REGD SOCIETY & ORS

.....Respondents

CORAM: HON'BLE MR. JUSTICE HARKESH MANUJA

Present: Ms. Eknor Kaur Gill, Advocate for the appellants.

Mr. Rajesh Chander Rohra, Sr. Advocate with
Mr. Vikas Arora, Advocate for the respondents.

Mr. G.S. Sidhu, Advocate for respondent No.7
in RSA-1106 and 1107 of 2014 and for respondent No.6
in RSA-2099-2014.

HARKESH MANUJA, J. (ORAL)

1. This consolidated decision will dispose of a batch of three connected Regular Second Appeals (details provided in the foot note of this judgement). These appeals involve common legal questions and facts. For convenience, the facts are drawn from CA/160039A/2011 and RSA-1106-2014.

2. The present appeal challenges the judgment and decree dated 16.09.2013 passed by the learned District Judge, Panchkula by which the judgment and decree dated 14.12.2010 passed by the learned trial Court was set aside.

3. Briefly, appellants-plaintiffs filed a suit for declaration, possession and permanent injunction against respondents-defendants, challenging the validity of a sale deed dated 11.06.1991 regarding 102 kanals and 5 marlas of *Shamlat Deh* Hasab Rasad Jar Khewat land. This land corresponds to the

share of the appellants-plaintiffs and is situated in the revenue estate of

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Village Mandlay, Hadbast No. 198, Tehsil Naraingarh, District Ambala (now Tehsil and District Panchkula).

4. In short, the appellants-plaintiffs pleaded that by virtue of the aforementioned sale deed, they sought to alienate 9 kanals 19 marlas of land in Village Mandlay in favour of respondents Nos. 1 to 5 (defendants Nos. 1 to 5 in the original suit). However, they claimed that the respondents had deceived them and included their share of 102 kanals 5 marlas of *shamlat deh* Hasab Rasad Jar Khewat in the sale deed. They sought a declaration that the recital in the sale deed dated 11.06.1991 about the alienation of the *shamlat deh* share was incorrect, illegal, void, fraudulent and not binding on their rights. Additionally, they prayed for possession of the land and permanent injunction to prevent respondents from alienating or altering it. Notably, the plaint revealed that respondents Nos. 1 to 5 had further alienated the suit land in favour of respondent No. 7 (defendant No. 7 in the original suit) on 14.11.1975. This sale included the *shamlat deh* share, and the subsequent mutation based on it was ineffective for the appellants-plaintiffs' rights. The appellants-plaintiffs claimed that the sale deed was never read to them and they signed it in good faith. They alleged that a fraud was perpetrated by the deed-writer and the sale deed lacked consideration for the alienation of the *shamlat deh* share. Furthermore, they asserted that no notice was served on them before the sanction of mutation No.784. These allegations led to the filing of suit.

5. Upon notice, two separate sets of written statements were filed. One was by respondent Nos. 2 to 5 and the other by respondent No. 7. Respondent Nos. 2 to 5 denied that the plaintiffs (Nos. 1 to 4) and Smt. Rachni Devi were joint owners of land measuring 102 kanal 5 Marlas in Village Mandlay. They also claimed that no fraud was committed on the

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appellants. The sale deed was read over and explained to them and they affixed thumb-marked signatures. They also received the balance sale consideration and the mutation was sanctioned in their presence. Respondent No. 7 pleaded that the suit was not maintainable due to misjoinder and non-joinder of necessary parties as well as barred by limitation. Respondent No. 7 also claimed himself to be a *bona fide* purchaser of the land under a registered sale dated 14.09.1995 for Rs.2,03,000/-. Respondent No. 7 further stated that the land in question, along with some other land in Village Mandlay, was transferred to the Forest Department, Government of Haryana, under a registered sale deed dated 21.11.1997 and mutation No. 1020 was sanctioned on 19.11.1997.

6. Based on the pleadings of the parties, the learned Trial Court framed the following issues:-

- “1. *Whether the plaintiff is entitled for decree of declaration as prayed for? OPP*
2. *Whether the suit is not maintainable in the present form? OPD*
3. *Whether this court has no jurisdiction to try and entertain the present suit? OPD*
4. *Whether the plaintiff has no cause of action for filing the present suit? OPD*
5. *Whether the suit is hopelessly time barred? OPD*
6. *Relief.”*

7. The learned Trial Court, in its judgement and decree dated 14.12.2010, recorded that the transfer of 102 kanlas 5 marlas of *Shamlat Deh* Hasab Rasad Jar Khewat land in favour of respondent Nos.1 to 5 was a result of fraud. The sale deed dated 11.06.1991 did not mention any details of the land or the share of the appellants in the *shamlat deh* land. Consequently, the Court granted a declaratory decree in favour of the appellants-plaintiffs. It was also noted that the fraud perpetrated on the

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appellants by respondent Nos.1 to 5 was proven before the concerned Court which had criminal jurisdiction, while convicting respondent Nos.1 to 5 in its decision dated 30.04.2008. However, the Court dismissed the claim regarding the decree for possession, stating that the same was held by the State of Haryana through the Forest Department which was not impleaded as a defendant in the suit. Furthermore, the Court held that the suit was within the limitation period because the FIR was registered against the respondents in February 1997, and the suit was filed in January 2000, which was within three years from the registration of the FIR.

8. Respondent No.7, along with respondent Nos.1 to 6 and the appellants-plaintiffs, filed separate civil appeals against the judgement and decree passed by the learned Trial Court. Following are the details:-

- i) *Civil Appeal No.39A of 2011*
- ii) *Civil Appeal No.36 of 2011*
- iii) *Civil Appeal No.56 of 2011*

9. The learned First Appellate Court, vide common judgement and decree dated 16.09.2013, disposed of all the aforementioned three appeals. Two separate civil appeals, filed by respondent Nos.1 to 6 and No.7, were allowed, leading to the dismissal of the suit filed by the appellants-plaintiffs. Furthermore, the Court reversed the findings on merits and dismissed the suit on the grounds of non-maintainability due to the failure of the appellants-plaintiffs to implead the necessary parties. The suit was also dismissed for being barred by limitation. The Court noted that no fraud was perpetrated on the appellants-plaintiffs by respondent Nos.1 to 6 and that respondent No.7 was a *bona fide* purchaser of the land in question.

10. Consequently, the cross-objections in the form of Civil Appeal No.56 of 2011, filed by the appellants-plaintiffs, were dismissed. The

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appellants-plaintiffs were aggrieved by the judgement and decree dated 16.09.2013 and filed three separate regular second appeals.

11. I have heard the learned counsel for the parties and gone through the records.

12. In the present case, the appellants-plaintiffs challenged the validity of a registered sale deed dated 11.06.1991, limited to the alienation of their share in *Shamlat Deh* Hasab Rasad Jar Khewat, measuring 102 kanals and 5 marlas. They alleged fraud by respondent Nos. 1 to 5. The plaintiffs admitted that the land was further alienated in favour of respondent No. 7 through a registered sale deed dated 14.09.1995. However, in the written statement, respondent No. 7 revealed that the land had already been transferred to the State of Haryana through its Forest Department vide a transfer deed dated 21.11.1997, followed by mutation No. 1020 dated 19.12.1997. Despite being informed of this transfer through respondent No.7's written statements, the appellants-plaintiffs did not attempt to implead the State of Haryana through its Forest Department as defendants. They were even made aware that the Forest Department, Government of Haryana, was in possession of the land. In such circumstances, no illegality or perversity can be found in the findings and reasoning of the learned First Appellate Court, which dismissed the appellants-plaintiffs' suit on the grounds that it was not maintainable due to the absence of impleadment of the necessary parties. As previously established in mutation No. 1020 dated 19.12.1997 (Ex. D/z), the suit land, along with its possession, had been transferred to the Forest Department, therefore, complete and final adjudication of the *lis* was not possible without impleadment of the Forest Department, Government of Haryana as a necessary party. In support of this, reference can be made to the judgement passed by the Hon'ble Supreme

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Court in ***Jagtu Vs. Suraj Mal and ors.***, reported as 2011(1) CCC141. Paras 5 & 6 thereof being relevant are extracted hereunder:-

- “5. *In view of the provisions of Section 79 read with Order 27 Rule 1 and in view of the provisions of the proviso contained in Order 1 Rule 9 of the Civil Procedure Code, if any relief is claimed against the State, the State is a necessary party. This view has been reiterated by this Court time and again, as is evident from the Judgments in The State of Punjab v. The Okara Grain Buyers Syndicate Ltd. Okara & Anr. AIR 1964 Supreme Court 669; Ranjeet Mal v. General Manager, Northern Railway, New Delhi AIR 1977 Supreme Court 1701; The State of Kerala v. The General Manager, Southern Railway, Madras AIR 1976 Supreme Court 2538; Chief Conservator of Forests, Government of A.P. v. Collector & Ors. AIR 2003 Supreme Court 1805 and The District Collector, Srikakulam & Ors. v. Bagathi Krishna Rao & Anr. 2010(3) RCR (Civil) 318 : 2010(2) RCR (Rent) 1 : 2010(3) R.A.J. 549 : JT 2010 (6) SC 227.*
6. *In view of the above, we are of the concerned opinion that as the respondents/plaintiffs sought declaration of certain rights on the suit land belonging to the State of Haryana, the State of Haryana was a necessary party. There is a compete fallacy in the finding recorded by the First Appellate Court that the respondents/plaintiffs had not sought any relief against the State. The Appellate Court failed to appreciate that declaration in respect of certain rights over the land belonging to the State was the relief sought in the suit. Thus, in absence of the owner of the land, no such declaration could be granted. Therefore, State of Haryana was a necessary party. The suit, therefore, could not proceed for want of necessary parties.”*

13. Furthermore, it is worth noting that the suit for declaration challenging the registered sale deed dated 11.06.1991 was initially filed on 22.08.1997 (Civil Suit No. 338 of 1997). This suit was later withdrawn on

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02.06.1999 with permission to file a fresh suit with better particulars. Subsequently, on 04.02.2000, the Civil suit No. 68 titled “**Balbir Singh and Ors. Vs. Gian Singh and Ors.**” was filed. As per the pleadings in this suit, the appellants-plaintiffs sought a declaration regarding the sale deed on the grounds that fraud was committed on them while including the transfer of their rights to 102 kanals and 5 marlas of land, which was the *shamlat deh* land, however, the sale deed in question only concerned the alienation of land measuring 9 kanals and 19 marlas. In fact, the appellants-plaintiffs never disputed or denied the execution of the sale deed dated 11.06.1991. The only alleged fraud was the inclusion of rights under the *shamlat deh*. Throughout the plaint, the appellants-plaintiffs never disclosed the date or month when they became aware of the alleged fraud. Moreover, one of the plaintiffs, Soran Singh, who appeared as a witness (PW1), admitted that they became aware of the further alienation of the suit land in favour of respondent no. 7 in 1995 itself. In such circumstances, the suit for declaration filed by the appellants (plaintiffs) on 04.01.2000 was clearly barred by the limitation period. This is because the limitation period, under Article 56 read with Article 59 of Schedule I to the Limitation Act, 1963, is three years from the date when the fact of registration of such alleged forged instrument comes to his knowledge. Therefore, no interference was warranted on this point, especially considering the findings recorded by the First Appellate Court. Reference in this regard can be made to the judgment of **Jagan Nath Vs. Tara Chand**, reported as 1997(2) CCC 222 and Para 6 thereof being relevant, is reproduced hereunder:-

“6. From the above Article, it is evident that the limitation for filing a suit for declaration with regard to forgery of an instrument issued or registered is three years from the date when the issue or registration becomes known to

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the plaintiff. Admittedly, the sale deed dated 5th July, 1968 purported to have been executed by defendants Nos. 1 to 5 and the plaintiff was registered on 8th July, 1968. Though in para 6 of the plaint, the plaintiff had stated that on 8th July, 1972, he discovered that his share had been wrongly sold away by defendants Nos. 1 to 5 to defendant No. 6 when he got a copy of the Jamabandi from the Patwari, but in his cross-examination, he had stated that he came to know about the sale of his share of land in dispute three years after the date of the sale. As per the admission of the plaintiff himself, he came to know about the sale of his share of land after three years from the registration of the sale deed i.e. on or about 7th July, 1971. Thus even according to his own statement, the plaintiff could have filed this suit within three years from the date of knowledge i.e. on or before 7th July, 1974, but from the trial court records, I find that the suit, in fact, was filed on 13th August, 1974, i.e. beyond the period of three years from the date the registration of the sale deed became known to the plaintiff. The suit filed by the plaintiff was thus barred by limitation, even according to the facts stated by the plaintiff, himself. The point of limitation was argued before the first appellate court but the learned first appellate Court rejected the contention with the remarks that the argument had no force as the suit was for possession based on title. From this, it is clear that no cogent reasons were given by the learned first appellate court for rejecting this argument. Since the suit of the plaintiff for declaring the sale deed dated 5th July, 1968 (registered on 8th July, 1968) executed in favour of defendant No. 6 as null and void, has been held to be barred by limitation, the subsequent sale deed dated 17.12.1973 and Pattanama dated 7.12.1973 executed by defendant No. 6 cannot be held to be void.”

14. Furthermore, the facts and circumstances of the present case demonstrate that respondent no. 7 (defendant no. 7) was a *bona fide*

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purchaser of the suit land. The plaintiffs alienated their rights under the *shamlat deh* in favour of defendant nos. 1 to 5 through a registered sale dated 11.06.1991. This sale was evidenced by exhibit DW3/A and mutation No. 784, as per exhibit P-5. Subsequently, respondent no.7 (defendant no. 7) admittedly purchased these rights through a registered sale deed dated 14.09.1995 in exchange for a payment of Rs.2,03,000/-.

15. In the above-mentioned circumstances, once the suit filed by the appellants (plaintiffs) was barred by the limitation period besides the same being not maintainable due to the absence of impleadment of necessary parties, no interference was warranted with the findings recorded by the learned First Appellate Court.

16. Consequently, finding no merits, the present appeals are dismissed.

17. Pending any application(s), if any, shall also stand disposed of.

10.12.2025
Tejwinder

(HARKESH MANUJA)
JUDGE

<i>Whether speaking/reasoned</i>	<i>Yes/No</i>
<i>Whether Reportable</i>	<i>Yes/No</i>

RSA-1107-2014
RSA-2099-2014