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**IN THE HIGH COURT OF PUNJAB AND HARYANA AT  
CHANDIGARH**

**CR-1780-2025 (O&M)**

**Date of Decision : 21.01.2026**

BRHAMA NAND GIRI @ BRAHM PURI

.... Petitioner

VERSUS

SMADHAN VILLAGE SANGATPURA AND ORS

.... Respondents

**CORAM : HON'BLE MRS. JUSTICE ALKA SARIN**

Present : Mr. Viren Sibal, Advocate  
Mr. Divyanshu Goyal, Advocate and  
Mr. Satyam Sharda, Advocate for the petitioner.

**ALKA SARIN, J. (ORAL)**

1. The present revision petition has been filed under Article 227 of the Constitution of India challenging the order dated 29.11.2024 (Annexure P-11) passed by the learned Additional Civil Judge (Senior Division), Sunam whereby the application filed by the petitioner under Order XXIII Rule 3A CPC for setting aside the compromise dated 11.01.1995 and the judgment and decree dated 25.01.1995 was dismissed.

2. Briefly the facts relevant to the present *lis* are that a suit was filed on behalf of the petitioner herein under the guardianship of his father, namely, Chhaju Ram for establishment of rights signifying the agreement to the fact that the agricultural land measuring 223 Kanal 4 Marla comprised in the land fully described therein situated in Raqba of Village Sangatpura claiming that the petitioner was in possession being the Chela of Sukarpuri and Sukarpuri was Chela of Gupatpuri; that the Intkal/Mutation of Will of Sukarpuri, who

was the disciple/Chela of Gupatpuri, Intkal decided by the A.C. II Grade Lehra on 28.09.1982 was without jurisdiction and that the defendant therein had no relation and connection with the disputed land as also for permanent injunction. During the pendency of the suit the parties entered into a compromise. Statements of both the parties were recorded who stated that the compromise was in the interest of the minor plaintiff (petitioner herein). Accordingly, permission was granted by the Court to the guardian to compromise the suit with the defendant. Subsequently, the Court disposed off the suit in terms of the compromise declaring the plaintiff (petitioner herein) as owner of land measuring 25 Kanal 7 Marla and also entitled to the fruits of possession. The remaining land was agreed to be the ownership of the defendant. The said suit was disposed off vide judgment and decree dated 25.01.1995. The petitioner herein, admittedly, attained majority in 1997. A suit was filed by the petitioner herein on 18.10.2008 for permanent injunction. Along with the said suit an application under Order 39 Rules 1 and 2 CPC was also filed which was dismissed vide order dated 27.07.2010 and the appeal preferred by the petitioner against the said order dated 27.07.2010 was also dismissed on 17.04.2012. Thereafter, on 17.08.2016 the petitioner herein filed an application under Order XXIII Rule 3A CPC for setting aside the compromise dated 11.01.1995 on the ground that the father of the petitioner, under the pressure of the Panchayat of the Village Sangatpura, had entered into the compromise with the defendant therein and agreed to give possession of 192 Kanal 6 Marla of land; that time was not given to the father of the petitioner to think over the matter and that he was forced to sign the

compromise. The said application was dismissed vide the impugned order dated 29.11.2024. Hence, the present revision petition.

3. Learned counsel for the petitioner would contend that the petitioner attained majority in 1997, however, the application was not filed till 2016 as the petitioner was awaiting the outcome of the injunction suit filed by him. It is further the contention of the learned counsel that under wrong legal advice, the petitioner did not file the application under Order XXIII Rule 3A CPC. Learned counsel has relied upon the judgment of the Hon'ble Supreme Court in the case of **Saranpal Kaur Anand Versus Pradhuman Singh Chandhok [(2022) 8 SCC 401]** to contend that as per Section 17 of the Limitation Act, 1963 a party who has resorted to fraud could not get the benefit of the limitation running in his favour by virtue of such fraud.

4. Heard.

5. In the present case the compromise was entered into by the father of the petitioner herein. The judgment and decree that was passed on the basis of the compromise on 25.01.1995 specifically notes that the compromise was in the interest of the minor (petitioner herein) and so the permission was accorded by the Court to the guardian to compromise the suit. This is an observation of the Court and not any statement made by either of the parties. The Court was fully satisfied that the compromise which had been entered into was in the best interest of the minor (petitioner herein). The petitioner herein admittedly attained majority in 1997 and chose not to challenge the judgment and decree dated 25.01.1995. On 18.10.2008 the petitioner herein filed a suit for injunction purporting himself to be the Mohtamim of Samadh

Village Sangatpura. An application was filed along with the suit under Order 39 Rules 1 and 2 CPC which was dismissed vide order dated 27.07.2010. In the said order in para No.4 reference has specifically been made to the judgment and decree dated 25.01.1995. The petitioner despite having gained knowledge of the judgment and decree dated 25.01.1995 in 2010 still chose to keep quiet and did not take any steps. Thereafter, an appeal was also preferred by the petitioner against the order dated 27.07.2010 which appeal was dismissed on 17.04.2012. It was only on 17.08.2016 that an application was filed under Order XXIII Rule 3A CPC for setting aside the judgment and decree based on the compromise dated 11.01.1995. A perusal of the application filed reveals that there is no cogent reason forthcoming for having kept quiet from 1997 till 2016. Even if it is to be believed that the petitioner for the first time learnt about the passing of the judgment and decree dated 25.01.1995 in 2010, even then there is no explanation for having kept quiet from 2010 to 2016. It has been stated in the application that the petitioner had now come to know that the father of the petitioner had filed a suit for declaration and as such the application for setting aside the judgment and decree dated 25.01.1995. The stand taken by the petitioner in his application that he had come to know in 2016 is belied by the very fact that the said fact stands duly mentioned in the order passed by the Trial Court on 27.07.2010 dismissing the application under Order 39 Rules 1 and 2 CPC. Once the petitioner himself had filed the suit for permanent injunction and was pursuing the case himself, it does not now lie in his mouth to state that he came to know of the judgment and decree dated 25.01.1995 passed on the basis of the compromise only in 2016.

6. The petitioner herein failed to lead any evidence to even remotely suggest that his father, namely, Chajju Singh, had entered into the alleged compromise under duress. Further still, the petitioner herein appeared in the witness box as PW4 and tendered into evidence his affidavit (Ex.PW4/A). In his cross-examination, the petitioner admitted that he had been living in Village Sangatpura from the beginning and that he had received 25 Kanal 7 Marla of land by virtue of the compromise dated 11.01.1995. He further admitted that he had given the said land on lease for cultivation and was receiving the lease money, hence showing that not only was the petitioner aware of the compromise dated 11.01.1995 but he had also acted upon the same.

7. The judgment relied upon by the learned counsel for the petitioner would not come to his aid as the present is not a case where any fraud has been played upon the petitioner. Rather, his father with the permission of the Court had entered into the compromise and as such the petitioner cannot gain advantage of the provision of Section 17 of the Limitation Act, 1963. Even otherwise there are no instances of fraud which have been mentioned in the application nor any cogent evidence was led in this regard.

8. In view of the above, I do not find any merit in the present revision petition and the same is accordingly dismissed. Pending applications, if any, also stand disposed off.

**21.01.2026**

*Aman Jain*

*NOTE: Whether speaking/non-speaking: Speaking  
Whether reportable: Yes/No*

**(ALKA SARIN)**

**JUDGE**