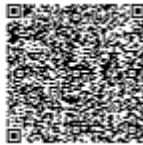


2026:PHHC:051811



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

102

RSA-1469-1995

Date of decision :06.04.2026

BHANWAR SINGH

... APPELLANT

VERSUS

RAGHUBIR SINGH AND OTHERS

...RESPONDENTS

CORAM: HON'BLE MR. JUSTICE PARMOD GOYAL

Present: Mr. Adarsh Jain, Senior Advocate with
Ms. Amandeep Kaur, Advocate
for the appellant.

Mr. Shiv Kumar, Advocate
for the respondents.

PARMOD GOYAL, J. (ORAL)

1. Present Regular Second Appeal has been preferred by the appellant–defendant No. 2 challenging the judgment and decree dated 21.03.1995 passed by the learned Additional District Judge, Faridabad, whereby the first appeal preferred by the respondent No. 1–plaintiff against the judgment and decree dated 09.04.1994 passed by the learned Sub Judge Ist Class, Palwal, was allowed and the suit filed by the respondent No. 1–plaintiff was decreed.

2. The respondent No. 1–plaintiff, in his suit for declaration with consequential relief of permanent injunction, claimed that he is in possession of the land duly described in the plaint as a tenant under the mortgagee–defendants.

It was asserted that initially an eviction petition titled as ‘Khilli etc. Vs. Raghbir’, under Section 77(3) of the Punjab Tenancy Act, 1887 was filed by the

mortgagees, which was decided on 05.10.1972 by the Court of Assistant Collector Ist Grade, Palwal and was dismissed with liberty to the parties to approach the Civil Court.

3. Thereafter, Civil Suit Nos. 312 and 315 of 1974 titled as Sehira vs. Raghbir and Khilli vs. Raghbir were filed, which were decided vide judgment and decree dated 19.12.1975 on the basis of a compromise. As per the said compromise and the decree of the Civil Court, the defendants (who were plaintiffs in those suits) relinquished all their rights and title in favour of the present respondent No. 1-plaintiff, who thereby acquired all rights vested in the defendants and stepped into their shoes. Subsequently, the defendants again filed ejectment petition/suit No. 34 of 1986–87 titled Khilli Vs. Rahghbir before the Court of Assistant Collector Ist Grade, which was decided on 21.09.1987. It is the case of the respondent No. 1-plaintiff that the said decree/order of ejectment was obtained by the defendants by playing fraud and by way of misrepresentation. Accordingly, the respondent No. 1-plaintiff sought a declaration that the judgment and decree dated 21.09.1987 passed by the Assistant Collector Ist Grade is a result of fraud and fabrication and is not binding upon his rights. Along with the relief of declaration, the respondent No. 1-plaintiff also sought a decree of permanent injunction restraining the defendants from interfering in his peaceful possession over the suit land.

4. The suit was contested by the defendants, including the present appellant, by raising various preliminary objections regarding maintainability. It was asserted that the compromise decree dated 19.12.1975 was never acted upon and, therefore, could not be relied upon. It was further pleaded that the ejectment order dated 21.09.1987 is legal and binding upon the respondent No. 1-plaintiff.

Dismissal of suit was prayer for.

5. From the pleadings of the parties, the following issues were framed:
1. Whether the plaintiff is in possession of the suit land as alleged in para 1 of the plaint? OPP.
 2. Whether the defendants have relinquished their all rights vide civil suit No. 312/1974 decided on 19.12.75? OPP.
 3. Whether the defendants have obtained eviction order in application No. 34 of 1986 on 21.9.1987 from the court of A.C. Ist Grade in case titled as Khilli Etc. vs. Raghbir Singh on the basis of fraud as alleged, If so to what effect? OPP.
 4. Whether the impugned eviction order No. 34 dated 21.9.87 is liable to be set aside on the ground mentioned in the plaint, if so to what effect? OPP.
 5. Whether the plaintiff has no locus standi to file the present suit? OPD.
 6. Whether the suit is not maintainable in the present form? OPD.
 7. Whether the plaintiff is estopped by his act and conduct from bringing the present suit? OPD.
 8. Whether the suit of the plaintiff is not within time? OPD.
 9. Whether the suit is bad for non-joinder of necessary parties? OPD.
 10. Whether the civil court has got no jurisdiction to entertain the matter in dispute? OPD.
- 10-A. Whether the suit of the plaintiff is barred by the principle of

res judicata if so to what effect? OPD.

11. Whether the civil court decree dt. 19.12.75 was never acted upon between the parties and it create no title in favour of the plaintiff as more than 12 years had passed, if so its effect? OPD.

12. Relief.

6. The learned trial Court, after considering the respective contentions of the parties, dismissed the suit by deciding Issue Nos. 1 and 2 against respondent No. 1-plaintiff. Issue Nos. 5, 6, 7, 8, 9 and 10 were decided against the defendants. However, Issue Nos. 10-A and 11 were decided in favour of the defendants.

7. The learned First Appellate Court, however, accepted the appeal preferred by the respondent No. 1-plaintiff and, by reversing the findings of the learned trial Court on various issues, allowed the appeal as well as the suit filed by the respondent No. 1-plaintiff.

8. Learned counsel for the appellant–defendant No. 2 has argued that the learned First Appellate Court has erred in decreeing the suit filed by the respondent No. 1-plaintiff and failed to take into consideration that the defendant had duly admitted the relationship of landlord and tenant by filing a written statement in the proceedings which culminated in the eviction order dated 21.09.1987. It is further argued that the alleged compromise, forming part of the judgment and decree dated 19.12.1975, was neither executable nor ever acted upon by the parties and, therefore, the eviction order was rightly passed.

9. On consideration, I find that the learned First Appellate Court has rightly appreciated the pleadings and evidence led by the parties and has

correctly concluded that, in view of the compromise which culminated in the judgment and decree dated 19.12.1975, no relationship of landlord and tenant existed between the defendant and the plaintiff. Consequently, the subsequent proceedings initiated before the Assistant Collector Ist Grade, culminating in the eviction order dated 21.09.1987, were neither maintainable nor binding upon the rights of the parties, being void.

10. Admittedly, it was the appellant–defendant No. 2/his predecessor-in-interest who had earlier filed a suit seeking eviction of the respondent No. 1-plaintiff. The said suit was contested, and ultimately a compromise was effected between the parties, whereby the appellant–defendant No. 2 relinquished all his rights over the suit property, including his status as landlord. In view of the compromise, the suit was withdrawn. Significantly, the said compromise has never been challenged or set aside by any Court of competent jurisdiction and, therefore, continues to bind the parties. Once the appellant–defendant No. 2 had relinquished his rights under the compromise dated 19.12.1975, he could not subsequently claim himself to be the landlord. The contention that the compromise was not executable or was not acted upon does not advance the case of the appellant-defendant No. 2, as even in the absence of a formal executable decree, the parties remain bound by the terms of the compromise unless the same is declared invalid in appropriate proceedings. It is not even the case of the appellant-defendant No. 2 that no such compromise was effected.

11. It is also pertinent to note that even prior to the said civil suit, the appellant–defendant No. 2 had initiated eviction proceedings under the Punjab Tenancy Act, 1987 in the year 1972 before the Assistant Collector Ist Grade, which were dismissed with liberty to the parties to approach the Civil Court to

seek determination of existence of the relationship of landlord and tenant. Pursuant thereto, the civil suit was filed, which ultimately culminated in the compromise dated 19.12.1975.

12. In these circumstances, unless the appellant–defendant No. 2 could establish the existence of a landlord–tenant relationship, the subsequent eviction petition filed before the Assistant Collector Ist Grade was clearly not maintainable. Accordingly, the eviction order dated 21.09.1987 is liable to be held void ab initio.

13. In view of the above, no fault can be found with the well-reasoned judgment of the learned First Appellate Court. The present appeal is devoid of merit and is, accordingly, dismissed.

14. Pending miscellaneous application(s), if any, also stand(s) disposed of accordingly.

06.04.2026
manoj

(PARMOD GOYAL)
JUDGE

Whether speaking/reasoned	Yes
Whether reportable	Yes/No