



121(1) IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

RSA-1229-2026 (O&M)
Date of Decision:19.05.2026

KULDEEP SINGH

...Appellant

Versus

HARDEV SINGH THROUGH HIS LRS

...Respondent

CORAM: HON'BLE MR. JUSTICE PARMOD GOYAL

Present: Mr. IPS Kohli, Advocate
for the appellant.

Mr. Parvinder Singh, Advocate
for respondent-caveator.

PARMOD GOYAL, J. (ORAL)

CM-4464-C-2026

For the reasons mentioned in the application for condonation of delay in re-filing the appeal, same is allowed and the delay of 51 days in re-filing the present appeal, is hereby condoned.

Main case

Present regular second appeal has been preferred by unsuccessful appellant-plaintiff being aggrieved by judgment and decree dated 09.10.2018 passed by learned Civil Judge (Junior Division), Kharar whereby his suit for declaration was dismissed and also by judgment and decree dated 06.10.2025 passed by learned Additional District and Sessions Judge-2, Mohali SAS Nagar whereby first appeal preferred by appellant-plaintiff was also dismissed.

2. The simple case of appellant-plaintiff before the learned Court

of First Instance was that the suit property was purchased by respondent-defendant in year 1982 with the funds out of sale of appellant-plaintiff's property. The suit property was given to the appellant-plaintiff in the oral family settlement in the year 1982 and since then it is appellant-plaintiff who is residing and running his business of manufacturing candle, poultry farm and has already installed a gohar gas plant using Government subsidy. He had also claimed to be running a small karyana shop in the suit property and since then he is in peaceful possession of the same. However, in year 2006, respondent-defendant had a quarrel with appellant-plaintiff as a result of which proceedings under Section 107/151 of Code of Criminal Procedure, 1973 (hereinafter referred to as Cr.P.C., 1973) were initiated which had resulted in compromise between the parties and respondent-defendant upon compromise had withdrawn his complaint on 31.05.2006. Respondent-defendant at the time of compromise had agreed to the oral family settlement effected by the Panchayat/respectables and had also agreed to transfer the suit property to appellant-plaintiff. It was claimed that written compromise (Annexure-J/Ex.P3) was duly executed by respondent-defendant in favour of appellant-plaintiff which was witnessed by respectables of the village. It is asserted that vide the said compromise (Anneuxre-J/Ex.P3), respondent-defendant had given the suit property to appellant-plaintiff and since then appellant-plaintiff is owner in possession of the suit property. It was also claimed that respondent-defendant had also agreed to execute the sale deed in favour of appellant-plaintiff, the expenses of which were to be borne by respondent-defendant. However, respondent-defendant instead of honouring the said family settlement had started harassing appellant-plaintiff and had filed a civil suit in the Court at Kharar which was decided on 16.08.2011.

Appeal was preferred by appellant-plaintiff against judgment and decree dated 16.08.2011 which was partly accepted by learned Additional District Judge, Mohali on 16.08.2012. However, despite repeated requests, the respondent-defendant has failed to honour the family settlement and to execute sale deed as regards to suit property in the favour of appellant-plaintiff.

3. Respondent-defendant by his detailed written statement had contested the suit by taking number of preliminary objections with regards to maintainability etc. On merits, it was asserted that property was purchased by respondent-defendant who happens to be father of appellant-plaintiff in year 1982. He denied all the assertions made by appellant-plaintiff and asserted that on 11.12.2009, appellant-plaintiff along with his family members had forcibly entered in suit land and had started raising construction of shop. It was claimed that appellant-plaintiff is a trespasser and subsequently he had forcibly constructed two shops over the suit property towards the eastern side of land bearing khasra No.23//27 (0-9). Aggrieved by the actions of appellant-plaintiff, respondent-defendant had filed a suit for permanent injunction against the appellant-plaintiff seeking to restrain him from raising any further construction over the suit property by encroaching over the land measuring 9 marlas of land comprised in khasra No.23//27 (0-9) situated in village Desurmajra, Tehsil Kharar. The said suit was decreed by learned Civil Judge (Junior Division), Khara vide judgment and decree dated 16.08.2011 and thereafter, appeal preferred by appellant-plaintiff was also dismissed by judgment and decree dated 16.08.2012 by learned Additional District Judge, Mohali. It was asserted that appellant-plaintiff in possession of suit property forcibly as a trespasser. That

proceedings under Section 107/151 of Cr.P.C., 1973 were stated to be initiated on complaint. It was specifically denied that compromise was effected on 31.05.2006 between the parties as alleged by appellant-plaintiff. It was asserted that neither oral family settlement had taken place nor respondent-defendant had agreed to transfer the suit property. That the compromise is a forged and fictitious document prepared by appellant-plaintiff with active connivance of police. That the police had obtained signatures of respondent-defendant under coercion at the time of compromise of the proceedings under Section 107/151 Cr.P.C., 1973 and therefore, compromise is not binding on the rights of respondents-defendant and is totally inadmissible being void. It was asserted that respondent-defendant had never agreed to bear the expenses for executing the sale deed in favour of appellant-plaintiff and accordingly, dismissal of suit was prayed for.

4. From the pleading of the parties, following issues were framed:-
 - i. Whether the plaintiff is entitled to declaration as prayed for? OPP
 - ii. Whether the plaintiff is entitled to mandatory injunction as prayed for? OPP
 - iii. Whether plaintiff is entitled to alternative relief of specific performance of compromise as prayed? OPP
 - iv. Whether suit of plaintiff is maintainable in the present form? OPD
 - v. Whether suit of the plaintiff is barred by provisions of Order 2 Rule 2? OPD
 - vi. Whether plaintiff has given a house situated in abadi of village? OPD
 - vii. Relief.
5. Perusal of file shows that no evidence was led on record by

appellant-plaintiff except for tendering documents Ex.P1 to Ex.P9. However, Iqbal Singh, LR of respondent-defendant appeared as DW-1 and documents Ex.D1 to D3 were tendered into evidence. Learned Court of First Instance after considering pleadings and evidence led by the parties had decided issue Nos.1 to 3 against the appellant-plaintiff and in favour of respondent-defendant and issue Nos.4 to 6 were decided against respondent-defendant and suit was accordingly dismissed. Learned First Appellate Court had affirmed the findings of learned Court of First Instance.

6. The entire case of appellant-plaintiff in the present case was dependent upon the oral family settlement and compromise. However, no oral evidence was led by appellant-plaintiff to prove the same. Appellant-plaintiff had neither stepped into the witness-box nor examined any of the witnesses to oral family settlement and attesting witnesses to prove the compromise as being alleged by appellant-plaintiff in his suit. He had simply placed on record certified copies of documents and statements made by different persons before different authorities.

7. In the present case, even the original compromise on which the entire case of appellant-plaintiff is based, has not been placed before the Court. Only photocopy has been placed along with certified copy of the compromise which was tendered in evidence in some other litigation has been placed on record. It is worth noticing that in previous round of litigation i.e. in earlier suit preferred by respondent-defendant bearing RT-277 of 14.12.2019/16.08.2010 decided on 16.08.2011 by learned Civil Judge (Junior Division), Kharar, it was specifically found that it was respondent-defendant who is owner of suit property and this finding passed by learned Civil Judge is not being disputed. However, the learned Appellate Court

while deciding the appeal preferred by present appellant-plaintiff had made a passing reference to the compromise as mark-J but had noticed that respondent-defendant is still the owner of suit property. Keeping in view the relationship between the parties, respondent-defendant was restrained from raising any further construction on the suit property except with the consent of appellant-plaintiff. However, mandatory injunction was declined by the learned Appellate Court.

8. Therefore, from previous litigation also, it is not proved that there was any family settlement wherein respondent-defendant had agreed to transfer the suit property in favour of appellant-plaintiff. The onus to prove that compromise existed in his favour was upon the appellant-plaintiff which he has failed to discharge.

9. Learned Courts below have rightly noticed that after the death of respondent-defendant-Hardev Singh, the suit property had devolved by way of natural succession upon his LRs which includes present appellant-plaintiff by mutation No.5511 dated 28.02.2017, which was duly corroborated and reflected in jamabandi Ex.D3, however, the said mutation was not contested by appellant-plaintiff.

10. In totality of circumstances, in the present case, appellant-plaintiff has failed to prove his claim by failing to prove the compromise upon which he had placed reliance to claim the suit property owned by respondent-defendant-Hardev Singh. It is not clear either from pleadings or from evidence of appellant-plaintiff as to why respondent-defendant-Hardev Singh would have agreed to transfer the suit property in favour of appellant-plaintiff specially when proceedings under Section 107/151 Cr.P.C., 1973 were going on between appellant-plaintiff and respondent-defendnat-Hardev

Singh. This fact also goes against the case of appellant-plaintiff which he has failed to explain and prove.

11. The concurrent findings of facts recorded by learned Courts below is based upon pleadings and evidence of parties and cannot be held to be erroneous or perverse. Judgment and decree passed by learned Courts below are accordingly, upheld and affirmed. Present revision petition is accordingly dismissed.

12. Pending application(s), if any, is/are disposed of accordingly.

19.05.2026
Ravinder

(PARMOD GOYAL)
JUDGE

Whether Speaking/Reasoned	:	Yes/No
Whether Reportable	:	Yes/No