



IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

RSA-2073-2022 (O&M)
Date of Decision: 28.04.2025

MURTI BALAJI MAHARAJ THROUGH MAHANT VIJAY DASS

. . . . APPELLANT

Vs.

NARENDER SINGH AND OTHERS

. . . . RESPONDENTS

CORAM: HON'BLE MR. JUSTICE DEEPAK GUPTA

Argued by:- Mr. Manish Mehta, Advocate, for the appellant.

DEEPAK GUPTA, J.CM-7177-C-2022

This is an application under Section 5 of the Limitation Act for condonation of delay of 8 days in filing the appeal.

For the reasons mentioned in the application, supported by affidavit of the appellant, the same is allowed and the delay of 8 days in filing the appeal is condoned.

CM-7179-C-2022

This is an application under Section 5 of the Limitation Act for condonation of delay of 45 days in re-filing the appeal.

For the reasons mentioned in the application, supported by affidavit of the clerk of counsel for the appellant, the same is allowed and the delay of 45 days in re-filing the appeal is condoned.

RSA-2073-2022

Against the concurrent findings of the Courts below, dismissing the suit of the plaintiff-appellant, the present appeal has been filed.

2. As the perusal of the paper-book would reveal that plaintiff-Murti

Bala Ji Maharaj situated at Mandir Bala Ji Maharaj in Village Mohbbatpur Bhungarka, Tehsil Nangal Chaudhary, District Mohindergarh, filed suit through its Muhtamim Vijay Dass, assailing lease deed dated 26.05.1976 for period of 99 years executed in favour of the defendants, regarding property in dispute executed by Sh. Hiradass, the previous Muhtamim of the plaintiff on the ground that the impugned deed was without consideration and legal necessity.

3. Both the Courts below have dismissed the suit.

4. Learned counsel for the appellant has failed to convince this Court about any illegality in the findings returned by the Courts below.

5. It is evident that impugned lease deed was executed way back on 26.05.1976 through the then Muhtamim Sh. Hiradass. As found by the Courts below Hiradass, the executant of the lease deed, expired in 2009 and during his lifetime of approximately 33 years after executing the lease deed, said Hiradass never assailed the same on the ground of fraud, non-payment of consideration or any other ground whatsoever. It is only in May 2015 that the suit has been filed through present Muhtamim Vijay Dass, who at the time of filing of the suit stated his age to be 22 years, which means that he was not even born in 1976, when the impugned lease deed was executed and thus, had no reason to assail the lease deed on the ground of fraud.

6. In view of the aforesaid facts and circumstances, this Court does not find any ground to interfere in the concurrent findings of facts as recorded by the Courts below in the absence of any illegality.

Dismissed.

(DEEPAK GUPTA)
JUDGE

28.04.2025

Vivek

Whether speaking/reasoned?
Whether reportable?

Yes
No