

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

RSA-892-2025(O&M)
Date of Decision: 12.05.2025**AJMER DASS**

. . . . Appellant

Vs.**HUKAM SINGH AND OTHERS**

. . . . RESPONDENTS

CORAM: HON'BLE MR JUSTICE DEEPAK GUPTA

Present: - Mr. Rajesh Duhan, Advocate, for the appellant.

DEEPAK GUPTA, J.

Dispute is regarding user of tube well bore and electricity connection existing in Killa No.22 of Rect. No.63 situated within the revenue estate of Village Agondh, Tehsil Guhla, District Kaithal, as recorded in jamabandi for the year 2011-2012 and as per the details given in the plaint.

2. Plaintiff-Hukam Singh (*respondent herein*) prayed for a decree of permanent injunction to restrain the defendants from interfering into his (plaintiff's) user of the aforesaid tube well bore and electricity connection. It was claimed that though the land was exchanged between the parties, but as per the agreement dated 13.08.2014, he (*plaintiff*) was entitled to use the said tube well bore and electricity connection besides the underground pipes for irrigating his agricultural land till the same were operational.

3. Defendant N:1 (*appellant herein*) along with other defendants resisted the suit on the ground that he was the exclusive owner of the abovesaid tube well bore and electricity connection.

4. Trial Court, on the basis of evidence on record, dismissed the suit on 16.11.2017. However, the appeal filed by him (*plaintiff*) was accepted by the learned First Appellate Court vide judgment dated 04.11.2024, by holding that plaintiff had every right to use the tube well bore and electricity connection so as to irrigate his agricultural land through the underground pipes from the abovesaid

tube well bore as well as in another killa numbers and that defendants have no right to interfere into the use of tube well bore and electricity connection.

5. Assailing the aforesaid reversal, defendants of the case have approached this Court by way of present Regular Second Appeal.

6. Perusal of the judgment passed by the First Appellate Court reveal that agreement dated 13.08.2014, executed between the parties was held to be duly proved on record, as per which plaintiff had the right to use the disputed tube well bore and electricity connection to irrigate his agricultural land through the underground pipes laid from the said tube well bore in Killa No.22 of Rect. No.63 as well as under another killa numbers. The said agreement was duly proved by the testimony of witnesses and the notary.

7. Learned Appellate Court also found that one of the defendants Banarsi Dass even admitted his signature on the abovesaid agreement and also that of his brothers Ajmer Dass and Ved Parkash. The stand of the defendants that their signatures were obtained on the agreement at the time of exchange deed of the land was not believed, by observing that no complaint in this regard had ever been made to the effect that signatures of the defendants were based on fraud or fabricated by the plaintiff on the agreement dated 13.08.2014.

8. Learned counsel for the appellant-defendant No.1 is unable to convince this Court regarding any illegality or perversity in the abovesaid finding. This Court has no reason to differ from the findings of fact as recorded by the First Appellate Court, which is found to be recorded based on proper appreciation of evidence on record. As such, the present appeal is found to be devoid of any merit and so, the same is hereby dismissed.

12.05.2025

Vivek

*Whether speaking/reasoned?
Whether reportable?*

**(DEEPAK GUPTA)
JUDGE**

**Yes
Yes**