

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

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**RSA-2744-2025 (O&M)  
Date of Decision:08.08.2025**

Mohinder Singh

... Appellant

Versus

S.K. Kaushik and others

... Respondents

**CORAM : HON'BLE MR. JUSTICE AMARINDER SINGH GREWAL**Present: Mr. Akshay Kumar Jindal, Advocate  
for the appellant.

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**AMARINDER SINGH GREWAL, J. (ORAL)**

1. The instant regular second appeal has been preferred against the judgment dated 01.07.2025 passed by the learned 1<sup>st</sup> Appellate Court, Gurugram whereby the appeal preferred by the appellant against the judgment and decree dated 24.03.2022 passed by the learned trial Court decreeing the suit filed by respondent No.1-plaintiff, has been dismissed.

2. In brief, the facts are that the respondent-plaintiff was declared owner of the suit property vide judgment and decree dated 01.11.2007 passed by the learned Civil Judge (Junior Division), Gurugram on the basis of sale deeds dated 03.08.1961 and 07.12.1970. He filed the suit for possession of the suit property i.e. Plots No.6 and 7, comprised in Khasra No.141 and 142 of village Gurugram as well as for recovery of mesne profits with use and occupation charges calculated to the tune of Rs.7.02 lakhs on the date of filing of the suit against appellant-defendant No.4, as he claimed himself owner of the suit property through sale deeds dated 05.12.1973 and 06.02.1978 but despite passing of decree in favour of the plaintiff, he did not vacate the property and entered into a lease agreement with defendant No.2 on behalf of defendants No.1 and 3. Defendant No.4 was receiving



monthly rent from defendants No.1 to 3 and despite being served a legal notice upon defendants, they did not accept the ownership of plaintiff and continued paying monthly rent to defendant No.4. The suit filed by the plaintiff was decreed by the learned trial Court and the appeal preferred against the said judgment and decree of the learned trial Court has also been dismissed. Hence, the regular second appeal.

3. Learned counsel for the appellant *inter alia* contends that a compromise was arrived at between the GPA of respondent No.1-plaintiff Sh. Basudev Bhardwaj and the appellant-defendant No.4 on 26.04.2008, which is sought to be placed on record as Annexure A-5 and in the said compromise, it is mentioned that GPA has received Rs.4 lakhs from the present appellant as consideration of the suit property and in the said compromise, it was stated that in future the respondent No.1-plaintiff will have no right or interest in the suit property and that the appellant and one other have become absolute owner of the suit property. In this regard, attention of this Court is drawn towards the statement of Basudev Bhardwaj, being attorney of respondent No.1-plaintiff, which is sought to be placed on record as Annexure A-7 wherein he stated that he had read, heard and understood the compromise Ex.C1 and both parties shall be bound by it. He has no concern with the land in dispute. Smt. Shakuntla and Mohinder are owners in possession of the same. It is further submitted that since the compromise was effected outside the Court and as such, Order 21 Rule 2 CPC specifically provides that where decree has been adjusted outside the Court in whole or in part, it is duty of the decree holder to certify such payment or adjustment to the Court. It is also submitted that the learned Courts below did not appreciate the above fact and went on to wrongly decreeing the suit.



4. Heard.
5. Having heard learned counsel for appellant, this Court finds no merit in the arguments advanced by learned counsel for the appellant. As regards Order 21 Rule 2 CPC, it duly stands mentioned that if any adjustment has been made outside the Court in whole or in part to the satisfaction of the decree-holder, the decree holder has to certify the Court regarding such adjustment. In the case in hand, it is incumbent upon the present appellant, Mohinder Singh to prove the fact that there was adjustment/compromise dated 26.04.2008 and the same was to be presented before the learned Courts below but the said compromise did not see light of the day either at the behest of the appellant-defendant No.1 or the respondent No.1-plaintiff.
6. In view of the aforesaid facts and circumstances, this Court finds no illegality and irregularity in the judgments and decrees passed by the learned Courts below, much less, no substantial question of law arises for consideration.
7. Dismissed.
8. Pending misc. application(s), if any, also stand dismissed.

**(AMARINDER SINGH GREWAL)**  
**JUDGE**

**August 08, 2025**

Pankaj\*

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No