

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

111

2025:PHHC:042806



RSA-2559-2012 (O&M)
Date of decision: 28.03.2025

JANG SINGH & ANR

..Appellants

Versus

JASPAL KAUR & ORS

..Respondents

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. R.S. Ghuman, Advocate
for the appellants.

Ms. Harveen Kaur, Advocate
for respondent No.1, 2, 4, 5,7, 8, 10 & 11 to 14.

ANIL KSHETARPAL, J(Oral)

1. The plaintiffs assail the correctness of the concurrent findings of fact arrived at by the Courts below while dismissing his suit for grant of mandatory and permanent injunction.

2. In substance, the plaintiffs and defendants are neighbours. The plaintiffs claim that they have an exclusive right to use the passage located on the Northern side of his house, which has been illegally encroached upon by the defendants. The defendants contested the suit claiming that there is no passage on the Northern side of the plaintiffs house. In fact, defendant No.2 Sh. Narata Singh is owner in possession of property located within '*Lal Lakir*'.

3. The plaintiffs in their evidence relied upon the layout plan Ex.P-1, which was disbelieved by both the Courts below.

4. Learned counsel for the appellants initially relied upon settlement Ex.P-2, executed on 30.06.1928. He has produced a translation thereof. On a reading of the aforesaid settlement, it becomes evident that Sh.



Basanta is shown to be owner of House No.8. He was predecessor in interest of the plaintiffs, whereas, Sh. Lalu was the owner of House No.4. As per the agreement, Sh. Lalu agreed to provide a passage for passing upto street of Sh. Basanta, whereas, Sh. Basanta agreed to provide a passage to Sh. Lalu, who was owner of House No.7 towards the courtyard.

5. Learned counsel for the appellant was called upon to the passage referred to in the agreement with the passage referred to in the plaint. He has referred to a layout plan on the agreement executed in the year 1928, which is in Urdu language, however, he could not draw the attention of the Court to any passage as reflected in the aforesaid agreement.

6. He further submits that the plaintiffs have been provided no passage at all and he is prepared to bear the expenses of the local commissioner.

7. Per contra, learned counsel for respondents has read the statement of PW-1 Sh. Nachhatar Singh, who admitted that there is a passage on the Southern side of the property. In fact, Sh. Nachhatar Singh has stated that the plaintiffs have already sold the property to Sh. Kehar Singh.

8. Keeping in view the aforesaid facts, no ground to interfere is made out.

9. Dismissed.

10. All the pending miscellaneous applications, if any, are also disposed of.

March 28th, 2025

Ayub

Whether speaking/reasoned : *Yes/No*
Whether reportable : *Yes/No*

(ANIL KSHETARPAL)
JUDGE