

IN THE COURT OF SH. H.S. BAJWA, PCS,
CIVIL JUDGE (JUNIOR DIVISION) CHANDIGARH

Civil suit No.12603 of 2.2.2005

Computer ID No.36014C0018312005

Date of institution:- 2.2.2005

Date of Decision:- 14.11.2014

1. Shri Jagdish Singh son of late Shri Gurdit Singh,
2. Shri Sarabjit Singh son of late Shri Gurdit Singh residents of House No.539, Sector 20-A, Chandigarh.

..... plaintiffs

vs.

1. Shri Satpal Singh son of late Shri Partap Singh resident of House No.1713, Partap Street, Chunga Mandi, Paharganj, New Delhi.
2. Shri Amarjit Singh son of late Shri Partap Singh, resident of Ward No.3, Kuraili District Ropar, Punjab.
3. Shri Charandeep Singh son of Shri Dalmit Singh, resident of House No.1213, Sector 15-B, Chandigarh.
4. (Shri Dalmit Singh was sought to be impleaded as defendant no.4 per application dated 12th of May 2008 but Sh. Dalmit Singh has died on 23rd of July 2005 and Charandeep Singh defendant no.3 is his son).

..... defendants

Suit for declaration and permanent injunction.

Present:- Sh. Raman Mahajan, counsel for the plaintiffs.
Sh. Mukesh Mittal, counsel for the defendants.

JUGEMENT:-

1. The plaintiffs have filed the present suit for declaration to the effect that suit filed by defendant no.1 against defendant no.2 for declaration to the effect that he is the owner to the extent of 50% share of house no.539, Sector 20-A, Chandigarh and the compromise so recorded as Ex.C1 on the basis of which judgement/order dated 8.10.2004 has been passed by Shri Sudeep Goel, Civil Judge (Junior Division), Chandigarh, wherein defendant no.1 has withdrawn the suit on the basis of alleged compromise Ex.C1 is illegal, null and void as the same has been obtained by practicing fraud with the court by all the three defendants jointly as defendant no.1 was/is neither the owner nor in possession of any inch of house no.539, Sector 20-A, Chandigarh nor defendant no.2 is in possession of House No.1213, Sector 15-B, Chandigarh and further the order dated 8.10.2014 has been obtained by concealment of material facts and by making false averments before the court of Sh. Sudeep Goel, Civil Judge (Jr. Divn.), Chandigarh. The plaintiffs have also sought the permanent injunction restraining the defendants from creating any type of charge at house no.539, Sector 20-A, Chandigarh or dabbling or selling, creating the said property in any manner as the plaintiffs are owners in possession of the entire house no.539, Sector 20-A, Chandigarh. The plaintiffs have also sought the permanent injunction restraining the defendants from interfering into the peaceful possession of the plaintiffs who are the co owners and in possession of house no.539, Sector 20-A, Chandigarh as the said house has been purchased by Shri Uttam Singh from Smt. Lajwanti when the same was semi-built and in dilapidated condition without any electricity connection and just a dhancha of two storeys and resumed for not repaying the installments and thereafter all the

installments/dues towards Chandigarh Administration on this plot have been cleared by Shri Uttam Singh and thereafter by S. Gurdit Singh and thereafter by the plaintiffs as Smt. Lajwanti had no sources to repay the loan to the Chandigarh Administration. The plaintiffs have also sought the declaration to the effect that sale deed executed and registered on 15.7.2005 registered with Sub-Registrar, U.T., Chandigarh at Sr. No.1739, Book No.1, Volume No.147 dated 15.7.2005 by Sh. Dalmit Singh (since deceased), father of defendant no.3 designating himself as special power of attorney of Amarjit Singh (defendant no.2) in favour of defendant no.3, who is son of Sh. Dalmit Singh (since deceased) is null and void and said document confers no right, title or interest in favour of defendant no.3 at House No.539, Sector 20-A, Chandigarh as no ownership rights vested at any given time in favour of Amarjit Singh defendant no.2 and defendant no.1 Satpal Singh. Therefore, on the basis of said sale deed referred above defendant no.3 has no locus standi to claim himself to be owner of House No.539, Sector 20-A, Chandigarh. The plaintiffs further sought the permanent injunction restraining the defendant no.3 and Dalmit Singh (since deceased) from disturbing ownership and possessory rights of plaintiffs at House No.539, Sector 20-A, Chandigarh, in any manner as all the defendants i.e. Satpal Singh, Amarjit Singh, Charandeep Singh and Sh. Dalmit Singh (since deceased) have played fraud not only with the plaintiffs, but also with the judicial process and maneuvered the orders of the court by filing frivolous suits and obtaining the orders by suppressing the factual position especially in respect of civil suit no.39 of 3.2.2005 titled as Jagdish Singh and others vs. Satpal Singh and others pending in

the court of Civil Judge (Jr.Divn.), Chandigarh since 2.2.2005 and other rent matters.

2. The brief facts of the case as stated by the plaintiffs in the plaint are that all the three defendants have played fraud with a very calculative mind with the sole object to misappropriate, dabble on the property which is owned and possessed by the plaintiffs i.e. House No.539, Sector 20-A, Chandigarh. It has been stated that defendants no.1 and 2 are fully aware that they have no right, title or interest in the said property in any manner, but still all the three defendants joined hands and played fraud with the judicial process and filed false averments in the civil suit titled as Sat Pal singh vs. Amarjit Singh and others, which was entrusted to the court of Sh. Sudeep Goel, Civil Judge (Jr. Divn.), Chandigarh on 8.10.2004. It has been averred that in the memo of parties, defendant no.1 detailed his address to be resident of House No.539, Sector 20-A, Chandigarh and defendant no.2 was shown to be resident of House No.1213, Sector 15-B, Chandigarh, wherein in fact defendant no.3 is residing. In the plaint, it has been mentioned that agreement to sell has been arrived at in respect of House No.539, Sector 20-A, Chandigarh with defendant no.3 and sale consideration has been mentioned to the tune of Rs.8 lac, out of which Rs.1 lac has been received as earnest money by defendant no.2 on 19.2.2004. It has been submitted that on the same very day i.e. 8.10.2004 defendant no.2 put in appearance and undated compromise has been placed on record as Ex.C2. Said compromise alleged to have been executed between defendants no.1 and 2 and also with defendant no.3. The said compromise must have been drawn or

deemed to have been drawn/seems to have been drawn on 6.10.2004. There is no date on the document which is in two pages and beneath the signatures on the last page has also not been mentioned. This document has been presented in civil suit filed by defendant no.1 on 8.10.2004 in the court of Civil Judge (Sr. Division) Chandigarh and the on the same very day, it was entrusted to the court of Sh. Sudeep Goel, Civil Judge (Jr. Divn.), Chandigarh and on the same very day defendant no.2 put in appearance and placed on record Ex.C1, which is purported to have been executed somewhere on or before 6.10.2004. There was no occasion for defendant no.1 to file civil suit against defendant no.2 for declaration on 8.10.2004 in respect of House No.539, Sector 20-A, Chandigarh. On 8.10,2004, a statement has been made that the matter has been compromised by placing on record compromise Ex.C1 and civil suit has been withdrawn. It is clear that order dated 8.10.2004 has been obtained by practicing fraud with the court, to misappropriate the property in question, which is owned and possessed exclusively by the plaintiffs. Therefore, all the proceedings including order dated 8.10.2004 and Ex.C1 are liable to be set aside.

3. It has been claimed that defendant no.1 was and is not resident of House No.539, Sector 20-A, Chandigarh on 8.10.2014 and he gave the wrong address in the memo of parties. Defendant no.1 is resident of Delhi. Similarly, defendant no. 2 is also not resident of House No.1213, Sector 15-B, Chandigarh and he is resident of Kurali and defendant no.3 may be resident of House No.1213, Sector 15-A, Chandigarh. It has been further claimed that both the defendants have not placed on record factum

of earlier litigation. Defendant no.1 as back as on 13.3.1997 had filed an ejectment petition against the plaintiff no.2 claiming himself to be owner and landlord of house no.539, Sector 20-A, Chandigarh and even at that time, he detailed his address to be resident of House No.539, Sector 20-A, Chandigarh. In that case, plaintiffs put in appearance and filed the written statement on 28.7.1998 and categorically pleaded that defendant no.1 is totally stranger. He is neither the owner nor the landlord of the said house and it has been further pleaded that plaintiff no.2 is not tenant at House No.539, Sector 20-A, Chandigarh and he is the real owner of the house. Defendant no.1 also filed the replication and the case was enlisted for evidence of defendant no.1. It has been asserted that as there was no evidence on 20.2.2003, defendant no.1 opted to withdraw the petition. Defendant no.1 also multiplied the litigation by filing ejectment against one of the tenants of plaintiffs i.e. Manmohan Singh, Constable with the Chandigarh Police. In the said petition also, defendant no.1 disclosed himself to be resident of House No.539, Sector 20-A, Chandigarh and owner and landlord of Manmohan Singh. Sh. Manmohan Singh, in his written statement has categorically stated that Satpal Singh is neither the owner nor landlord nor he took the premises on rent from Satpal Singh. In the replication, defendant no.1 introduced story that first and ground floor was given on rent to Gurdit by Smt. Lajwanti. It has been stated that during the evidence defendant no.1 produced the death certificate of Mrs. Lajwanti who expired on 28.1.1987 and also death certificate of his father, who died in 1995 and it is clear that he was not in occupation of any inch of house no.539, Sector 20-A, Chandigarh on 16.8.1999 from his evidence. It has been further pointed out that defendant no.2 Amarjit

Singh also stepped into the witness box on 17.12.1999 and detailed his address to be resident of Kurali and his cross-examination also vindicate the stand of the present plaintiffs. It has been mentioned that when the defendant no.1 failed to adduce evidence despite availing number of opportunities, the petition was got dismissed in default on 20.11.2000 and thereafter on 18.12.2000 an application was filed by defendant no.1 for restoration of the petition. Thereafter the issues were framed and ultimately the said application was withdrawn from the court. It has been alleged that factum of earlier litigation has been deliberately and purposely withheld with the motive to mislead the court by playing fraud with the judicial process.

4. It has been stated that the defendants were aware that Lajwanti had sold the property i.e. House No.539, Sector 20-A, Chandigarh to Sh. Uttam Singh in the year 1968 and appointed plaintiff no.1 as general attorney. Smt. Lajwanti during her lifetime received a sum of Rs.500/- on 2.3.1968 and Rs.1400/- totaling Rs.1900/- regarding incomplete dhancha at plot no.8, Street 'U' in Sector 20, Chandigarh from Uttam Singh. In the said GPA, it has been detailed that property in question has been resumed on account of non-payment of loan and all the amounts towards loan will be paid by the plaintiff no.1. It has been further submitted that all the defendants have no right, title or interest in the property as Lajwanti the real owner of the property, sold the same for Rs.1900/- and thereafter, complete loan has been cleared by the plaintiffs and by their father Sh. Gurdit Singh. It has been pointed that Smt. Lajwanti transferred the liability of loan to Shri Uttam Singh and executed

an affidavit duly attested on 8.10.1968. It has been pleaded that had the factual position been disclosed to the court in civil case as well as in the stay application, the court would have never registered the case and would have never passed order dated 8.10.2014. It has been claimed that plaintiffs are in peaceful possession of the said house having the status of owner. The children of both the plaintiffs have born in the house in question and there is no tenant in the house. It has been averred that the electric meter is also in the name of Uttam Singh. Not only this, Chandigarh Administration has also conducted survey and issued notices under Section 65 of Punjab Municipal Act on 9.6.1977 to the plaintiff. The assessment of house tax has been done on 22.4.1978 and 10.5.1978. The plaintiffs have also filed the objections, which were dismissed on 16.5.1978. It has been asserted that the value of the property is more than Rs.75 lacs and all the three defendants have played fraud and have dealt with the property, which do not belong to defendants no.1 and 2. The defendants are also guilty of criminal contempt for filing of false pleas, affidavits etc. It has been alleged that all the defendants are land grabbers and they have colluded with each other fully knowing well that defendant no.1 and 2 are not the owners nor in possession of any inch of the property. The plaintiffs were kept in dark and defendants wanted to obtain a favourable order at the back of the plaintiffs and the alleged WILL, whose reference has been in the plaint was never executed by Smt. Lajwanti, which is a forged and fabricated document. It has been further pleaded that Mrs. Lajwanti was illiterate and could hardly sign in Punjabi as is evident from the receipt, wherein, she has received Rs.500/- and Rs.1400/- totaling Rs.1900/- and also the pattern of signatures on the

power of attorney, so executed by her in favour of plaintiff no.1. It is also stated that the WILL is a forged and fabricated document and has been dated as 15.12.1986. There was no occasion to get the said WILL registered after a period of 18-19 years i.e. on 9.6.2004. Mere for applying for registration of the said document dated 15.12.1986, on 9.6.2004 in respect of the person, who died on 19.1.1987 speaks in volume that document is forged and fabricated. Even otherwise, Mrs. Lajwanti was not competent to execute the said document as she had received complete sale consideration and possession was handed over. It is also stated that the plaintiffs are exercising rights of ownership to the world at large and are residing in the said house being owner. It has been stated that Lajwanti died on 29.1.1987 at Polimajra and defendant no.1 Satpal Singh approached the Estate Office, U.T., Chandigarh, at the back of the plaintiffs for transfer of ownership of House No.539, Sector 20-A, Chandigarh, in his favour and brought to the notice that he has one brother and two sisters. He also placed on record no objection certificate/affidavit before the Estate Office, U.T., Chandigarh, for the transfer of ownership of the property in question in his name. Even the affidavits of Shanti Devi, Rekha Kohli and Manjit Kaur etc. were also filed before the Estate Office for the transfer of the ownership. Even Amarjit Singh also made the statement that House No.539, Sector 20-A, Chandigarh, has been given to Satpal Singh, defendant no.1. He also filed the affidavit before the Estate Officer for transfer of ownership in favour of Satpal Singh. He also filed the affidavit before the Estate Officer for transfer of ownership in favour of Satpal Singh. It has been mentioned that Mr. Amarjit Singh, defendant no.2 gave the entirely different names of his sisters as Shanti,

Guddi alias Rajinder Kaur and Amrit alias Manjit Kaur. At every step, these persons have indulged into lies and even placed on record distorted facts with ulterior object. It has been alleged that plaintiffs approached the Sub-Registrar's office and applied for attested copy of alleged sale deed whose reference has been given by the Estate Office. Besides, this Estate Office has also passed the order dated 7.4.2008 itself for issuing public notice, to be published in two leading newspapers and defendant no.3 has been called upon to get the public notice published in the newspaper. Defendant no.3 has approached the estate office for transfer of ownership i.e. 100% share in his favour on the basis of sale deed, which is forged, fabricated, fictitious, created, generated document by all the defendants. It has been pleaded that WILL set up by the defendants is not in accordance with law at all. There was no occasion to present said document for registration at Chandigarh because Lajwanti executed the said document at Ropar. Address of Lajwanti has not been mentioned in the said document and this document under Section 41 of the Registration Act has been got registered at Chandigarh by hatching conspiracy. Lajwanti was not having any disposable interest in the property nor she was owner of property in question after receiving the entire sale consideration and after handing over the possession. It has been further alleged that still defendants did not stop here and another civil suit was got filed from Charandeep Singh, defendant no.3 against Amarjit Singh, defendant no.2 and Amarjit Singh was served through Dalmit Singh, since deceased i.e. father of Charandeep Singh for specific performance of an agreement to sell dated 18.2.2005 on 11.5.2005. It has been stated that defendants were fully aware about the pendency of the civil suit no.39

dated 3.2.2005 since 2.2.2005 but still plaintiffs were not impleaded as party. In that case, Dalmit Singh appeared and made statement and thereafter the case was withdrawn on 24.9.2005. It has been pointed out that by making statement on the basis of compromise, sale deed has been executed. The entire drama so enacted by the defendants by conniving with each other to misappropriate the properties of plaintiffs. At the end, it has been prayed that present suit should be decreed accordingly.

5. Upon notice, defendants appeared and filed their written statement controverting the claim of the plaintiffs and have taken the preliminary objections that the present suit is not maintainable. The plaintiffs have no right, title or interest in the house in question. The suit has been filed on the basis of forged and fabricated documents. The alleged agreement dated 4.10.1968 clearly shows that the agreement was forged by Sardar Uttam Singh. Smt. Lajwanti was never putting her thumb impression. She was always signing the documents, if any required. She executed a valid WILL, which is duly signed by her in Punjabi language. It has been pointed out that below the alleged entry of the stamp vendor on the back of the first page of the alleged deed of agreement dated 4.10.1968, the signatures of Smt. Lajwanti have been appended in Punjabi language and on each page of the alleged agreement, thumb impression has been put by someone else. It has been further mentioned that the alleged agreement is without consideration and there is no mention of the figures of amount on page 3 and 4, particularly in paras 1 and 2 of the agreement. The plaintiff or Uttam Singh never came in possession of the entire house. Two rooms on the ground floor were let

out to Manmohan Singh and the remaining portion of the ground floor was in possession of late Smt. Lajwanti, in which the plaintiffs have trespassed. It has come to the knowledge of the defendants that said Manmohan Singh has already vacated the portion occupied by him and the plaintiffs have trespassed into the said portion. It has been categorically stated that the plaintiffs are also not admitting themselves to be the tenant in the first floor, therefore, the defendant no.3 admits the stand taken by the plaintiffs. On account of that reason, the plaintiffs are now licensees of defendant no.3 as the defendant no.3 is the sole and absolute owner of the house in question. The defendant no.3 entered into a deal with plaintiff no.2 to purchase the house for a total sale consideration of Rs.8 lac, which stands paid in full and final. After the entering into the deal of purchase by defendant no.3, a dispute arose and the defendants no.1 and 2 had some misunderstanding. A suit was filed by Satpal Singh against Amarjit Singh, in which the compromise was signed by all the three defendants, so that defendants no.1 and 2 may not back out from the bargain of sale to be effected in the name of defendant no.3. Therefore, the question of declaring the compromise deed Ex.C1 as illegal, null and void does not arise. There is no question of concealing any facts, while filing the suit for declaration by Satpal Singh. It has been categorically stated that the defendants no.1 and 2 cannot be restrained to alienate the house as the defendant no.2 became the sole and absolute owner in terms of the WILL, which was got registered on 9.6.,2004 in the office of Sub Registrar, U.T., Chandigarh of the deceased Lajwanti. It has been averred that the suit is hopelessly time barred. The factum of the WILL of Smt. Lajwanti came into the knowledge of the plaintiffs when the rent petitions

were filed and later on defendant no.2 appeared as a witness as PW3 in the petition titled as Satpal Singh vs. Manmohan Singh on 17.12.1999. Since then no action was taken by the plaintiffs. Hence, the suit is liable to be dismissed being hopelessly time barred. It has been further alleged that the plaintiffs have no locus standi to challenge the sale deed executed in favour of defendant no.3 and the claim seeking declaration to declare the sale deed as null and void is hopelessly time barred. The factum of execution of sale deed is in the knowledge of the plaintiffs. It has been claimed that there is no title deed of the purchase of the house in favour of the plaintiffs. The alleged deed of agreement to sell dated 4.10.1968 does not confer any right, title or interest in favour of the plaintiffs. The said agreement is in favour of Sardar Uttam Singh and the plaintiffs have not disclosed the name of the legal heirs of the deceased Uttam Singh nor any WILL alleged to have been executed by late S. Uttam Singh. The plaintiffs are estopped from claiming any right, title or interest in the house in question in view of the provisions of Benami Transaction Act. It has been stated that suit is liable to be dismissed on account of non-joinder of the necessary parties. All the legal heirs of deceased Smt. Lajwanti have not been impleaded as party in the suit. The Estate Officer is also a necessary party in the present suit. It has been submitted that the suit is liable to be dismissed on account of improper court fee. The court fee is to be affixed as per the market value of the house. It has been asserted that the plaintiffs have no locus standi to file the present suit. They are only licensees of the defendant no.3. Defendant no.3 has become the sole and absolute owner on the basis of the sale deed validly executed in his favour. There is no document on the file on the basis of which, the

plaintiffs can claim themselves as owners of the house in question. It has been pleaded that defendant no.3 is entitled for a decree of mandatory injunction by way of counter-claim in the present suit directing the plaintiffs to hand over the physical and vacant possession of the entire house to defendant no.3. Defendant no.3 is entitled for the possession of the entire house being absolute owner and the plaintiffs are liable to pay the same being licensees. The plaintiffs are also liable to pay damages/mesne profits on account of use and occupation of the house at the market rate from the date of filing the counter-claim till the physical and vacant possession is handed over by the plaintiffs to defendant no.3. The prevalent market rate in the locality for such houses is more than Rs.50,000/- per month, but the defendant no.3 is claiming mesne profits/damages for the use and occupation of the house by the plaintiffs @ Rs.50,000/- per month.

6. On merits, it has been submitted that the house is now owned by defendant no.3 as the defendant no.3 has already paid the full and final sale consideration to defendants no.1 and 2 as per the settlement. The house is to be transferred by the Estate Officer in the name of defendant no.2 in the records of the Estate Office as per the registered WILL of late Smt. Lajwanti. The local addresses were given in the suit with a purpose to do the required correspondence. In the Estate Office record also the address of defendant no.2 has been shown at House No.1213, Sector 15-B, Chandigarh, so that the correspondence sent by the Estate Officer may reach at the earliest on the local address. It has been further stated that demand draft dated 6.10.2004 was got prepared before filing the suit to

ensure payment by defendant no.3 to defendants no.1 and 2 at the time of filing the compromise deed in the court. The suit was particularly filed with a motive to ensure the payment to the extent of 50% of the sale consideration to defendant no.1 and to safeguard the interest of the defendants. The defendant no.3 came into knowledge about the earlier litigation i.e. rent petitions after entering into the deal, therefore, there is no question of concealing the factum of the litigation in the civil suit titled as Satpal Singh vs. Amarjit Singh. As such, the compromise deed Ex.C1 and the proceedings including the order dated 8.10.2004 cannot be set aside. Smt. Lajwanti never sold the house as alleged by the plaintiffs. No payment was ever received by Smt. Lajwanti in 1968 and the receipts are forged and fabricated documents. The construction of the house was completed by Smt. Lajwanti herself. It has been pointed out that in case there was any genuine power of attorney, it must have been used or acted upon but in the present case, the power of attorney has never been alleged to be used because the same is forged and fabricated document. It is also stated that the plaintiffs are in illegal possession of the portion of the house and defendant is entitled for the possession with mesne profits on account of use and occupation of the house. It is also alleged that in case Smt. Lajwanti had sold the property, then she would not have executed the WILL bequeathing the house in favour of defendant no.2. In the letter dated 10.6.1996, the plaintiffs never claimed ownership rights in the house in question. Defendant no.2 became the owner of the property after the death of Smt. Lajwanti and now after receiving the entire sale consideration from defendant no.3, defendant no.3 has become the sole and absolute owner of the house. It has been averred that the rent

petitions were not finally decided and the same were never decided on merits. It has been pointed out that the WILL was not registered after such a long period because it was desired by an official of the Estate Office and the defendant no.2 was orally instructed by the said official to get the WILL registered to avoid any controversy while transferring the house in favour of defendant no.2. The documents on the basis of which the plaintiffs are claiming rights are forged and fabricated documents. Remaining averments have been specifically denied. Ultimately prayed that the present suit should be dismissed with costs accordingly.

7. Replication to the written statement as well as reply to the counter-claim set by defendant no.3 was filed, in which, the claim of defendant no.3 was specifically denied. From the pleadings of the parties the following issues were framed for adjudication by the court vide order dated 26.11.2012 and 21.10.2014:-

1. Whether the judgement and decree dated 8.10.2004 so obtained by the defendants no.1 and 2 by colluding and conniving with each other in respect of 50% share of House No.539, Sector 20-A, Chandigarh passed by the court of Sh. Sudeep Goyal, CJ(JD) Chandigarh is illegal, null and void as the same has been obtained by practicing fraud with the Hon'ble Court by all the three defendants?OPP.

2. Whether plaintiffs are owner in possession of the entire house no.539, Sector 20-A, Chandigarh, as defendant no.1 is neither the owner nor in possession of the said house?OPP.

3. Whether the sale deed which has been registered on 15.7.2007 by Dalmeet Singh father of Charandeep Singh in favour of Charandeep Singh as attorney of Amarjit Singh is liable to be declared null and void?OPP.
4. Whether defendant no.3 Charandeep Singh can exercise right of ownership at House No.539, Sector 20-A, Chandigarh?OPP.
5. Whether the plaintiff is entitled for decree of permanent injunction as judgement and decree dated 8.10.2014 and the sale deed dated 15.7.2005 is outcome of fraud by suppressing factum of civil suit no.39 of 3.2.2005 titled as Jagdish Singh and others vs. Satpal Singh and others? OPP.
6. Whether Charandeep Singh (def. no.3) obtained decree fraudulently against Amarjit Singh and if so its effect?OPP.
7. Whether Smt. Lajwanti died on 29.7.1987 intestate or executed WILL so set up by defendant of Mrs. Lajwanti is an act of forgery and fabrication?OPP.
8. Whether on the basis of forged documents, defendants can proclaim others as owner of the property i.e. House No.539, Sector 20-A, Chandigarh?OPP.
9. Whether the suit is not maintainable?OPD.
10. Whether the suit is time barred?OPD.
11. Whether the present suit is liable to be dismissed on the ground of non-joinder of necessary parties?OPD.

12. Whether the suit is liable to be dismissed on the ground of improper fee?OPD.

12A. Whether the plaintiffs have no locus standi to file the present suit? OPD.

12B. Whether defendant no.3 is entitled for decree of mandatory injunction by way of counter-claim directing the plaintiffs to handover the physical vacant possession of the entire house and also entitled for the damages/mense profits @ Rs.50,000/- per month from the date of filing the counter-claim?OPD.

13. Relief.

8. In order to prove their case, the plaintiffs have examined one witness in all. Sarabjit Singh, plaintiff no.2 was examined as PW1. Document Ex.P1 was tendered into evidence. Thereafter, the evidence was closed by the plaintiffs.

9. On the other hand, the defendants have also examined one witness in all. Charandeep Singh, defendant no.3 was examined as DW3. Documents Ex.D1 to Ex.D3 were tendered into evidence. Thereafter, the evidence was closed by the defendants.

10. I have heard the learned counsel for the parties.

11. During arguments, the Ld. counsel for the plaintiff Sh Raman Mahajan has argued that the plaintiff has been able to prove his case with the help of oral as well as the documentary evidence therefore the suit of the plaintiff should be decreed. The Ld. counsel has categorically stated

that all the defendants have connived with each other in order to grab the property which belonged to the plaintiffs. The Ld. counsel has stated that the fraudulent act of the defendants started with the filing of suit on 08/10/2004 which was titled as '**Sat Pal vs Amarjit Singh**'. The Ld. counsel brought the attention of the court to the fact that the civil suit was filed on 08/10/2004 and it was decided on the very same day. He argued that how is it possible that the suit was filed on the very same day and on that very day the opposite party appears and compromises the matter?. This shows the collusion between the defendants as they have tried to grab the property which belonged to the present plaintiffs. The Ld. counsel has also questioned the validity of the compromise deed which is Ex C1 on the record. The Ld. counsel stated that this compromise deed is Undated and the reason for the same is that the defendants wanted to hide the actual date when this compromise deed was drafted. This deed was drafted prior to the filing of the suit and thereafter they have played smartly to get the seal of the court on this entire fraudulent transaction. The Ld. counsel brought the attention of the court to the various authorities of the Hon'ble Supreme Court of India to stress on the fact that the fraud vitiates everything. He stated that fraud has been committed by the defendants with the plaintiff in present case hence this judgement passed by the Hon'ble court on the basis of this compromise deed is nullity. He also pressed the point that the earlier litigation between the present plaintiff and the defendant has not been discussed in the compromise deed Ex C1. The Ld. counsel has stressed that earlier also the rent petition was filed by the present defendants against the plaintiffs for eviction from the demised premises in which they have mentioned the

plaintiffs as their tenants. This petition was dismissed by the court vide order dated 20/11/2000 as the same was not pursued by the defendants. When the defendants failed to get any relief in the rent petition they devised this method to grab the property which in fact belongs to the plaintiffs. The defendants have also filed a rent petition against one Manmohan Singh and in the reply filed by him he has clearly admitted that defendant was not his landlord as the premises were taken on rent from the present plaintiffs. This vindicates the stand of the plaintiff that they are the owners of the demised premises.

12. The Ld. counsel has categorically stated that in this suit he is trying to prove his title to bits and pieces. The Ld. counsel stated that this property was earlier owned by Smt. Lajwanti. At that time, the building was not properly constructed and it was an incomplete structure which was sold by her to the present plaintiffs for ₹ 1900. Thereafter complete loan has been cleared by the plaintiffs and by their father. Smt. Lajwanti also transferred the liability of loan to Sh. Uttam Singh and executed an affidavit duly attested on 08/10/1968. After this everything with respect to the said house has been done by the plaintiffs and their father. The electricity meter is in the name of father of the plaintiffs. Further the Chandigarh administration has also conducted survey and issued notices under section 65 of Punjab municipal act to the plaintiffs, the assessment of house tax was also done on 22/04/1978 and 10/05/1978. The plaintiffs are also filed the objections which were dismissed on 16/05/1978. The Ld. counsel has also stated that the plaintiffs are in the peaceful possession of the said house having the status of the owner. Plaintiff No. 1 is father of 2

children i.e. a son and a daughter who are both born in the said house. Plaintiff No. 2 has 2 children who are again born in the same house. This house consists of ground floor and 1st floor which have 4 rooms and the 2nd floor has also been constructed. Even the entire loan of Smt.Lajwanti has been paid by the present plaintiffs. Therefore,the Ld. counsel has categorically stated that all these facts clearly prove that plaintiff is the owner of the demised premises.

13. After arguing regarding the fact that plaintiffs are the owners of the demised premises, the Ld. counsel for plaintiff has further mentioned some other transactions which according to him again illustrate the fraud committed by the defendants with the present plaintiff. The Ld. counsel stated that defendant No. 1 and defendant No. 3 both appeared in the present suit on 07/02/2005. Subsequently the written statement was filed by defendant No. 1 and 3 was also adopted by defendant No. 2. Defendant No. 1 in order to grab the property approached the estate office at the back of plaintiffs and applied for the transfer of house No. 539, sector 20 A, Chandigarh in his favour and brought to the notice that he has one brother and 2 sisteers. He also placed on record the no objection certificate and affidavit for the transfer of the ownership of the property in question in his name. Even the affidavits of his sisters were also filed before the estate office for the transfer of ownership. The defendant No. 2 also made the statement that the said house in question has been given to defendant No. 1 and filed an affidavit to that effect. In this way the house was got transferred in the name of defendant No. 1 by the fraud committed by the defendants. The Ld. counsel also stressed at the point that in the present

case the status quo was granted by the court which was never revoked. However the defendants were planning some another game. In order to defeat the right of plaintiffs, defendant No. 3 filed a suit against defendant No. 2 who was served through Dalmit Singh i.e. father of defendant No. 3. The suit was filed for specific performance of an agreement to sell dated 18/02/2005. Meaning thereby that the agreement to sell was entered by defendant No. 1 and 2 with defendant No. 3 after the filing of the present suit and after they appeared in the suit. This shows that the defendants have no respect for the orders of the court and they have even tried to overstep the judicial process for which they cannot be spared. This suit was filed on 11/05/2005 and defendant No. 2 was represented by the father of defendant No. 3 only which clearly shows that how the fraud was played by all the defendants in collusion with each other. Thereafter the suit was referred to the Lok Adalat where again the compromise was effected as was in the earlier suit as a result of which the suit was withdrawn. All these facts clearly prove that the defendants have acted with fraudulent intention and therefore all these transactions should be declared as null and void.

14. The Ld. counsel has also argued that the defendants have brought on record a will of Smt. Lajwanti in order to grab the property which was purported to have been made before her death. It has been categorically stated by the Ld. counsel for plaintiff that Smt.Lajwanti died on 29th of January 1987 and this will was registered in the year 2004 i.e. after the lapse of nearly 17 years. This shows that the defendants can go to any extent in order to grab the property of the plaintiffs. The Ld. counsel also

stated that signatures of the will itself makes it very clear that same is a forged and fabricated document. On the will, the testator has signed in Punjabi whereas the testator was totally illiterate. This again creates serious doubts regarding the genuineness of this will. The Ld. counsel also mentioned that the defendants are so clever that they have even misused the entire judicial process and have rather made court as a party in this entire fraudulent transaction.. Ultimately the Ld. counsel for plaintiff has prayed that as fraud has been played by them therefore the suit of the plaintiff should be decreed.

15. On the other hand, the Ld. counsel for the defendants Sh.Mukesh Mittal has argued that the suit of the plaintiff is totally false hence it should be dismissed. The Ld. counsel has at the very inception challenged the Locus Standi of the plaintiffs to file the present suit and has stated that the suit is not maintainable. The Ld. counsel has stated that the plaintiff's are not the owners of the property so they are nobody in the present case to challenge the sale deed or the judgements passed by the Hon'ble court. The Ld. counsel vehemently argued that the house in question was owned by Smt.Lajwanti and defendant No. 1 and 2 are her sons. The Ld. counsel has stated that defendant No. 3 has purchased the house through registered sale deed which is Ex D2 on the record. He stated that the court of Sh. Sudeep Goyal never passed any effective order on 08/10/2004. The suit was rather dismissed as withdrawn hence there arises no location to challenge this order as it was not a compromise decree. He also stated that will was made by Smt.Lajwanti which was registered in the office of sub registrar on 09/06/2004 on the basis of which the house was transferred in

the name of defendant No. 2 who entered into the agreement to sell dated 18/02/2005 with defendant No. 3. Hence from all these facts it becomes very clear that no fraud has been committed by the plaintiffs. The Ld. counsel even pointed out that no compromise was effected in the suit which was filed for specific performance against defendant No. 2 as the suit was again dismissed as withdrawn on 24/09/2005. Hence the relief claimed by plaintiff's cannot be allowed as no effective order has been passed by the Hon'ble court. Regarding issue No. 3, 4, 7 and 8, the Ld. counsel has stated that defendant No. 3 purchased the house from defendant No. 2 through registered sale deed against total sale consideration of ₹ 8 lakhs. Therefore, the defendant No. 3 becomes the sole and absolute owner of the house in question as the same has been purchased through a valid sale deed. The will of Smt. Lajwanti has never been challenged therefore the same is valid and enforceable. No illegality has been committed by the defendants so this suit of the plaintiffs deserve to be dismissed on the very onset.

16. The Ld. counsel for defendants has rather claimed that the plaintiffs are claiming ownership of the property on the basis of the documents which cannot confer ownership to anybody. He stated that the plaintiffs are claiming the ownership on the basis of an agreement to sell dated 04/10/1968, general power of attorney dated 04/10/1968 and affidavit dated 08/10/1968 and also on the basis of various receipts. He stated that these documents have neither been proved and not its original's have been produced and the same are also not marked or exhibited. Therefore no reliance can be placed on these documents. The Ld. counsel for the

defendants has categorically stated that the cross examination of the witnesses of plaintiff's clearly demolish their case which is liable to be dismissed. The Ld. counsel for the defendants has also stated that defendant No. 3 is entitled for decree of mandatory injunction by way of counterclaim directing the plaintiffs to hand over the physical and vacant possession of the entire house to him. Further the plaintiffs are also liable to pay mesne profits for the damages at the rate of ₹ 50,000 per month from the date of filing of the counterclaim. The Ld. counsel has stated that during his cross examination the witness of plaintiff has himself admitted that the rate of rent in the locality is about ₹ 30 to 35,000 per month. Ultimately the Ld. counsel for defendant has prayed that the suit filed by the plaintiff should be dismissed and the counterclaim filed by the defendant should be allowed.

17. I have heard the learned counsel for the plaintiffs and the defendants and perused the case file minutely and my issue-wise finding is as under:-

1. Whether the judgement and decree dated 8.10.2004 so obtained by the defendants no.1 and 2 by colluding and conniving with each other in respect of 50% share of House No.539, Sector 20-A, Chandigarh passed by the court of Sh. Sudeep Goyal, CJ(JD) Chandigarh is illegal, null and void as the same has been obtained by practicing fraud with the Hon'ble Court by all the three defendants?OPP.

2. Whether plaintiffs are owner in possession of the entire house no.539, Sector 20-A, Chandigarh, as defendant no.1 is neither the owner nor in possession of the said house?OPP.

3. Whether the sale deed which has been registered on 15.7.2007 by Dalmeet Singh father of Charandeep Singh in favour of Charandeep Singh as attorney of Amarjit Singh is liable to be declared null and void?OPP.

4. Whether defendant no.3 Charandeep Singh can exercise right of ownership at House No.539, Sector 20-A, Chandigarh?OPP.

6. Whether Charandeep Singh (def. no.3) obtained decree fraudulently against Amarjit Singh and if so its effect?OPP.

9. Whether the suit is not maintainable?OPD.

12A. Whether the plaintiffs have no locus standi to file the present suit? OPD.

18. Issues No. 1, 2, 3, 4, 6, 9 and 12 A are taken up together as all these issues are interlinked and to avoid repetition as well. The present case has been filed by the plaintiffs in which they claimed themselves to be the owner of house No. 539, sector 20-A, Chandigarh and according to them all the transactions which have been entered by the defendants pertaining to the house in question are fraudulent and they are liable to be set aside. Therefore, this court will 1st discuss the issue that “whether plaintiffs are owner in possession of entire house No. 539, sector 20-A, Chandigarh as defendant No. 1 is neither the owner nor in possession of the said house? OPP. This issue is taken up earlier because the finding on this issue will have direct effect on the findings of the other issues.

19. The the onus to prove this issue is on plaintiffs. In order to support their stand, the plaintiffs have brought on record number of documents. These documents include the agreement to sell executed between

Smt.Lajwanti and Uttam Singh, registered general power of attorney executed by Smt.Lajwanti in favour of Jagdish Singh, the receipts which are purported to be signed by Smt.Lajwanti herself, affidavit of Smt. Lajwanti, electricity bill in the name of Uttam Singh etc. **The 1st and foremost point about all these documents is that all these documents have not been exhibited on record by the plaintiffs.** A document cannot be read in evidence unless and until it is proved as per the Indian evidence Act. **Therefore all these documents cannot be read in evidence as they have not been proved As per the Indian Evidence Act.**

20. Even if these documents are considered, then also they are insufficient to clinch this issue in favour of plaintiff's. **None of the documents brought on record by the plaintiffs can confer them any title in the property.** The 1st document brought on record by the plaintiffs is the agreement to sell. This agreement to sell was executed between Smt. Lajwanti and Uttam Singh in the year 1968. **It is a settled principle of law that mere agreement to sell cannot confer any title in the property.** Moreover the plaintiffs have not filed any suit for specific performance of this agreement and now even the limitation has also expired. Therefore this document is totally useless as far as this case of plaintiff is concerned. There is no explanation on the part of the plaintiffs regarding the fact that if any agreement to sell existed in their favour then why they never filed the suit for its specific performance. **The plaintiffs have slept over there right therefore now they cannot come after 36 years and claim title on the property on the basis of this document.** Moreover in this agreement to sell there are certain blanks which have

been left regarding the sale consideration which further creates doubt regarding the genuineness of this agreement to sell. **So it is concluded that this document cannot by any stretch of imagination give the title of the property to the plaintiffs.**

21. The plaintiffs have also brought on record the general power of attorney which has been executed by Smt.Lajwanti in favour of Jagdish Singh. This court has carefully gone through this power of attorney. In this general power of attorney it has been mentioned that *“I want to construct the further building thereon to complete the same within the stipulated period and I have to perform various other acts, deeds and things for the proper management of the construction work or otherwise as mentioned therein before but I being the lady cannot do the same in person therefore I do hereby appoint, nominate and constitute Jagdish Singh...”* **Therefore from the bare perusal of this general power of attorney it becomes crystal clear that it has been given in favour of plaintiff No. 1 principally to empower him to do the complete construction of building in question.** In this power of attorney, the plaintiff No. 1 has also been given power to contact the Chandigarh administration and to do all the acts which are necessary for completion of this construction. Hence this general power of attorney cannot from any stretch of reason confer a title to the plaintiffs in this property. Further the receipts which are purported to have been issued by Smt.Lajwanti have not been proved by the plaintiffs. These receipts do not inspire confidence of the Court and otherwise also mere issuance of receipts cannot make the plaintiffs owner of the property. Regarding electricity bill it is held that even if the

electricity bill of the demised premises comes in the name of the Father, it will not make him owner of the premises. **In many cases it is seen that the electricity connection is also taken in the name of tenants or licensees but that will not confer them any title in the property. The Ld. counsel for plaintiff during arguments has stated that he is trying to prove the title of plaintiff's through bits and pieces. However this court is of the considered opinion that title over the property is to be proved by a strong, cogent and convincing evidence and a title cannot be established by bits and pieces.** Therefore from all this above mentioned discussion it has become abundantly clear that the plaintiffs have failed in their endeavour to prove themselves as the owner of the demised premises. The plaintiffs have spent most of their energy in proving the fraud committed by the defendants but all those arguments can only be of any help if the plaintiff succeed in proving there title over the property, in which they have failed. Therefore issue No. 2 is decided against the plaintiffs and in favour of defendants.

22. Now once it is proved that plaintiffs are not the owners of the property, then it also becomes clear that they are in possession of the property merely as tenants or licensees. In that eventuality the plaintiffs have got no locus standi to challenge the sale deed, WILL or to challenge any of the transaction which has been entered inter se between all the defendants. Therefore issue No. 12 A is decided in favour of the defendants and against the plaintiffs and it is held that the plaintiffs have no locus standi file the present suit as they are not the owners of the

property. Moreover issue No. 9 is also decided in the favour of defendants and it is held that the present suit is not maintainable.

23. In the earlier discussion it has been held that the plaintiffs have got no locus Standi to file the present suit therefore the finding on the other issues cannot go in the favour of plaintiff's. However this court will also like to discuss all these issues on merits as well. The plaintiffs have claimed that the decree which was passed by the Hon'ble court on 08/10/2004 is null as the same has been obtained by playing fraud on the court. This court is not convinced with the arguments of Ld. counsel for the plaintiff. **Even if the matter was compromised and disposed of on the very same day when it was filed, then also it cannot be said that it is fraudulent.** Both defendant No. 1 and 2 are the legal heirs of Smt.Lajwanti and property will devolve upon them. **Hence they have got every right to sell the property to a 3rd party.** Moreover in his written statement the defendant has explained that the suit was filed by defendant No. 1 against defendant No. 2 in which the compromise was signed by all the defendants so that defendants No. 1 and 2 may not back out from the bargain of sale to be effected in name of defendant No. 3. There is no reason to doubt this explanation of the defendants especially when they are the owners of the suit property. **Moreover the perusal of the order passed by the Hon'ble court makes it clear that the suit was actually dismissed as withdrawn and no effective judgement has been passed by the Hon'ble court on 08/10/2004.** Therefore, there arises no occasion to declare it as null and void. Therefore issue No. 1 is decided against the plaintiff and in favour of defendants.

24. Issue No. 3 pertains to the sale deed. The plaintiff has alleged that the sale deed executed in favour of defendant No. 3 is null and void. The said house in question has been transferred in the name of defendant No. 2 on the basis of the will of Smt.Lajwanti. Defendant No. 2 has executed the sale deed and the property has been sold to defendant No. 3. The plaintiffs in this case are challenging the WILL which has been executed by mother of defendant No. 1 and 2 in favour of defendant No. 2. Various points have been raised by the Ld. counsel for plaintiff by which he has tried to prove that the WILL is a forged and fabricated document. However the plaintiff has got no authority to challenge the WILL in question. **The plaintiffs are not the owners of the property rather they are either the tenants or the licensees hence they are not competent to challenge this WILL. This WILL can be only challenged by the legal heirs of Smt.Lajwanti.** The legal heirs of Lajwanti include defendant No. 1 and 2 and the 3 sisters. Neither defendant No. 1 nor any of the 3 sisters have challenged the will in question, **rather all of them have given their no objection in transferring of property in favour of defendant No. 2.** **Therefore when the beneficiaries of the property admit the WILL, then how can the plaintiffs who are the strangers challenge it?** Moreover in the agreement to sell which has been executed during the pendency of the suit, **the fact of the suit has not been concealed and it has been mentioned in the agreement that this agreement to sell is subject to the decision of the suit.** From this fact, it becomes crystal clear that the intention of the defendants has not been malafide because had it been so they would have definitely concealed the fact of the suit from defendant No. 3. Hence this issue is also decided against the plaintiff and

in favour of defendants. Issue No. 4 is also decided in favour of defendants and the defendant No. 3 can exercise his right of ownership over house No. 539, sector 20-A, Chandigarh as it has been sold to him by the owner of the property i.e. defendant No. 2. Further issue No. 6 is also decided in favour of defendants and against the plaintiffs and it is held that defendant No. 3 has not obtained decree fraudulently against defendant No. 2.

ISSUE NO.5

Whether the plaintiffs are entitled for decree of permanent injunction as judgement and decree dated 8.10.2014 and the sale deed dated 15.7.2005 is outcome of fraud by suppressing factum of civil suit no.39 of 3.2.2005 titled as Jagdish Singh and others vs. Satpal Singh and others?OPP.

25. In the earlier discussion the finding on issue No. 1 and issue No. 3 has been given in the favour of defendants, therefore the issue No. 5 which is based on the finding of these 2 issues also cannot be decided in favour of plaintiff's, therefore this issue is also decided in favour of defendants and against the plaintiffs.

ISSUE No. 7

Whether Smt. Lajwanti died on 29.7.1987 intestate or executed WILL so set up by defendant of Mrs. Lajwanti is an act of forgery and fabrication? OPP.

26. This issue pertains to the WILL of Smt. Lajwanti. In the WILL Smt. Lajwanti has given her all property to defendant No. 2. In the earlier

discussion it has been clearly held that plaintiff's are not the owners of the property and admittedly they are not the legal heirs of Smt. Lajwanti. Hence, they have got no right to challenge this will in question. When the legal heirs are not challenging the will then the stranger has got no right to do so especially when the plaintiff's are not even the owners of the property and when this will is not effecting their rights. Though, the will is to be proved by examining at least one of the attesting witness however that principle is applicable only when the will is challenged by any legal heir or the person having the locus standi to do so. In the present case the plaintiffs are neither the legal heirs nor they have any right to do so. Therefore as the will has not been challenged by any legal heir or by any competent person therefore it is held that the will is legal and valid. Therefore issue No. 7 is also decided in favour of defendants and against the plaintiffs

COUNTER-CLAIM

12B. Whether defendant no.3 is entitled for decree of mandatory injunction by way of counter-claim directing the plaintiffs to handover the physical vacant possession of the entire house and also entitled for the damages/mense profits @ Rs.50,000/- per month from the date of filing the counter-claim?OPD.

27. In the present suit the defendants have also set up a counter-claim. The defendant No. 3 has raised a counterclaim in which he has stated that he is entitled for decree of mandatory injunction directing the plaintiffs to hand over the physical vacant possession of entire house and also to grant damages/mesne profits at the rate of ₹ 50,000 per month. The 1st and the

foremost question which arises at this point of time is that whether the plaintiff's are the licensees or the tenants in the demised premises. The plaintiffs have brought on record the earlier rent petitions which have been filed by defendants against the plaintiffs in which they have claimed that the plaintiffs are the tenants. Now in the written statement filed by the defendant it has been claimed that they are the licensees. In the written statement it has been provided that "as the plaintiffs are also not admitting themselves to be the tenant in the 1st floor, therefore, the defendant No. 3 admits the stand taken by the plaintiffs. On account of that reason, the plaintiffs are now licensees of defendant No. 3 as the defendant No. 3 is the sole and absolute owner of the house in question." It means that earlier the rent petition was filed by defendant No. 1 and 2 in which they were alleging that plaintiffs are the tenants and now they are totally contradicting their stand and it has been alleged that they are the licensees. The onus of proving this issue is on the defendants, which they have to prove by leading positive evidence. The defendants are required to prove this issues by standing on their own legs. However, there is no evidence to the effect that the plaintiffs are the licencees of the defendants. There is no document on record to establish the fact that the plaintiffs are the licencees and there is even no notice regarding cancellation of the license. In such a situation, it cannot be held that the plaintiffs are the licensees of defendants. The defendants cannot be granted liberty to change their stand as per their own convenience. Earlier they were claiming the plaintiffs to be the tenants but now they are claiming them as licensees. So, it appears that the defendants are themselves not very clear regarding the true status of plaintiffs. The stand taken by defendant No. 1 and 2 in

the earlier rent petitions has falsified their stand taken in the suit. Hence it is held that defendants have failed to prove that plaintiffs are their licensees, therefore the defendant No. 3 is not entitled to receive any mesne profits from the plaintiffs. Therefore this issue is decided in favour of plaintiffs and against the defendants and it is held that defendants are not entitled to claim any counterclaim.

ISSUES NO.8, 10 TO 12

Whether on the basis of forged documents, defendants can proclaim others as owner of the property i.e. House No.539, Sector 20-A, Chandigarh?OPP.

Whether the suit is time barred?OPD.

Whether the present suit is liable to be dismissed on the ground of non-joinder of necessary parties?OPD.

Whether the suit is liable to be dismissed on the ground of improper fee?OPD.

28. So far as issue no.8 is concerned, in view of the findings made on issue no.3, this issue is already rendered infructuous. So far as issues no.10 to 12 are concerned, these issues are not pressed by learned counsel for the defendants during the course of arguments.

RELIEF

29. In sequel of the above-said discussion on issues no.1 to 12-B it is held that plaintiffs have failed to prove their case, accordingly, the

present suit is hereby dismissed. It is further held that defendant no.3 has failed to prove that he is entitled to any relief by way of counter-claim, accordingly, the counter-claim is also hereby dismissed. Costs shall follow the event. Decree-sheet be drawn. File be consigned to the record room, after due compliance.

Pronounced:-

14.11.2014

H.S. Bajwa,

Civil Judge (Jr. Divn.),

Chandigarh.

All the thirty-six pages have been checked and signed by me.

Dated:-

14.11.2014

H.S. Bajwa,

Civil Judge (Jr. Divn.),

Chandigarh.