

**Jaipal Singh Vs. Vijay Kumar**

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**SooperKanoon Citation :** [sooperkanoon.com/701795](http://sooperkanoon.com/701795)

**Court :** Delhi

**Decided On :** Jul-22-1997

**Reported in :** 70(1997)DLT27

**Judge :** K.S. Gupta, J.

**Acts :** [Code of Civil Procedure \(CPC\), 1908](#) - Order 23, Rule 3

**Appeal No. :** Interim Application No. 4555 of 1997 and Suit No. 3074 of 1996

**Appellant :** Jaipal Singh

**Respondent :** Vijay Kumar

**Advocate for Pet/Ap. :** S.S. Khatri, Adv

**Judgement :**

**K.S. Gupta, J.**

(1) Jai Pal Singh-plaintiff has filed suit, inter alia, on the allegations that he is the owner and in possession of property consisting of. factory shed, two rooms, one kitchen, one toilet, one meter-room and the open courtyard comprised in Khasra No. 63, measuring 750 sq. yards situated within the Laldora Abadi of Village Holambi Khurd, Delhi. In the year 1982 Smt. Anita Kumari, defendant No. 2 was married to Vijay Kumar, defendant No. 1 - Since the inception of marriage defendant No. 1 had been pressurising defendant No. 2 to bring some money and

articles from the plaintiff. Defendant No. 1 had an evil eye on the property of the plaintiff and in furtherance of his illegal designs he hatched a conspiracy in collusion with defendant No. 2 and made her to execute two sale deeds dated October 14, 1996 in respect of aforesaid property of the plaintiff. Defendant No. 2 is neither the owner nor in possession of the said property. She was even denied Laldora Certificate by the SDO/SDM(N) on November 15, 1996 in respect of the above property, It was prayed that a decree for declaration be passed in favor of the plaintiff and against the defendants declaring that the sale-deeds dated October 14, 1996 executed by defendant No. 2 in favor of defendant No. 1 with regard to the above said property is null and void, unenforceable and is not binding on the plaintiff. Decree for permanent injunction is further sought against the defendants from dispossessing the plaintiff from the aforementioned property and /or selling, assigning, alienating or transferring it in any manner whatsoever. Summons of the suit was ordered to be issued to the defendants on December 17, 1996 for May 12, 1997.

(2) On May 12, 1997 plaintiff and the defendants filed I.A. No. 4555/97 under Order Xxiii, Rule 3 read with Section 151, Cpc, inter alia, on the averments that the parties are close relations and due to some misunderstanding disputes arose between them which has now been resolved amicably. Defendants admit that the plaintiff is the absolute owner and in possession of the suit property and they further give up their claim or interest if any, therein defendants also admit that both the sale deeds dated October 14, 1996 do not confer any right, title or interest in favor of the defendants and are null and void. In support of the averments made in the application affidavits of the plaintiff as also both the defendants have been filed.

(3) In the sale-deeds dated October 14, 1996, defendant No. 2 has not disclosed how was she the owner of the suit property which she sold to her husband, defendant No. 1. After having considered the facts and circumstances of the case I feel that there is no legal impediment in disposing of the suit in terms of the compromise. List I.A. 4555/97 on xxxx for recording the compromises.