

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

112+292

RSA-1501-2023 (O&M)
Date of Decision: 19.04.2024

Vikas Chawla and another
...Appellants
Versus
Saroj Chawla and others
...Respondents

CORAM: HON'BLE MR. JUSTICE VIKAS SURI

Present:- Mr. Rampal Kohli, Advocate, for the appellants.

Mr. Deepak Kakkar, Advocate with
Mr. Deepesh Kakkar, Advocate, for respondent No.1.

VIKAS SURI, J. (ORAL)

1. This Regular Second Appeal has been filed by the appellant-defendants against the judgment and decree dated 16.10.2018 passed by the Civil Judge (Junior Division), Chandigarh, whereby the suit instituted by respondent No.1 for declaration to the effect that she is owner to the extent of 1/4th share in House No.1303, Sector 34, Chandigarh, on the basis of registered Will dated 12.02.1999, and for joint possession and partition by way of metes and bounds by way of separate possession of 1/4th share in the suit property, and for rendition of accounts and for mesne profit, and for permanent injunction, had been partly decreed, as well as against the judgment and decree dated 17.11.2022 passed by the learned Additional District Judge, whereby the appeal preferred by the appellants was dismissed.
2. Vide the judgment and decree dated 16.10.2018, the trial Court

held the plaintiff and defendant Nos.1 to 3 to be co-owners of the suit property i.e. House No.1303, Sector 34, Chandigarh. During the pendency of the trial, defendant No.1, namely Veena Chawla wife of Sushil Kumar Chawla died and defendant Nos.2 and 3, who are appellants in this Regular Second Appeal, were impleaded as her legal representatives. During the pendency of the present appeal, the contesting parties have arrived at an understanding, which is reduced into writing dated 19.02.2024 and accordingly, an application under Order 23 Rule 3 read with Section 151 CPC was moved seeking disposal of the present Regular Second Appeal in terms of the aforesaid compromise. On the joint prayer of learned counsel for the parties, vide order dated 12.03.2024 the matter was referred to the Mediation and Conciliation Centre of this Court. As per the report received from the Mediation and Conciliation Centre, the matter has been amicably settled and the settlement/agreement in that regard has been recorded on 20.03.2024. A perusal of the said settlement/ agreement shows that the terms and conditions have been mentioned in para 12 thereof, which read as thus:-

“12. The parties hereto confirm and declare that they have voluntarily and of their own free will arrived at this Settlement/Agreement in the presence of the Mediator on the following terms and conditions:-

1. That the First Party admits the genuineness of the WILL executed by their paternal grandmother Smt. Raj Karni, in favour of their uncle Sh. Saroj Chawla. They also admit that the finding given

by the Courts below vide Judgement and decree dated 16.10.2018 and 17.11.2022 respectively with regard to the execution and genuineness of the WILL as correct.

2. That now both the parties have entered into a compromise and the second party has agreed to transfer his 1/4th share in the suit property in the name of the first party to maintain peace and harmony among the family members. The second party has also agreed that he does not have any objection if the first party is declared as the owner in possession of the 100% share of the said property. The second party does not have any objection if the judgment and decree dated 16.10.2018 and 17.11.2022 be modified in this Regular Second Appeal to the extent of declaring 1st party as owner in possession of 1/4th share of the property, which came in the name of second party by way of judgment and decree dated 16.10.2018 and 17.11.2022, keeping the findings qua the Will dated 12.2.1999 intact.
3. That it is agreed between the Parties that the First Party shall pay an amount of Rs. 80,00,000/- (Rs. Eighty Lakh Only) by way of Demand Draft/ Banker's Cheque/ Pay Order to the Second Party in lieu of transfer of his 1/4th share in the property in dispute, in the following manner:-
 - a. First and Second Installments of Rs. 30,00,000/- (Rs. Thirty Lakh only) each (Total Rs.60,00,000/-) by way of Demand Draft No. 023496 dated 15/02/2024 (in the name of second party) and Demand Draft No. 023495 dated 15/02/2024 (in the name of Ms. Poonam S Kumar, daughter and only legal heir of the second party) both issued by HDFC Bank,

Jalandhar have already been paid by the first party to the second party.

- b. Third Installment of remaining amount of Rs.20,00,000/- (Rs. Twenty Lakh only) by way of Demand Draft shall be paid by the First Party to the Second Party, at the time of passing of decree by this Hon'ble High Court.
4. That it is agreed between the Parties that all the expenditures for filing of application in the Hon'ble High Court and for transfer of the share before the Estate Office, Chandigarh/ Sale Deed shall be borne by the First Party and the Second Party is bound to give statement, affirm affidavits, and sign applications for the said purpose before the authorities concerned or the Hon'ble High Court.
5. That it is agreed between the Parties that both the Parties shall make necessary statements before the Hon'ble High Court or any other Court to confirm the instant Settlement/Mediation Settlement and for making the compromise the part of decree in the above said Regular Second Appeal bearing RSA No.1501 of 2023.
6. That it is agreed between the Parties that the Second Party after transfer of title and clearance of balance payment shall withdraw the already filed application for Execution of the Decree dated 17.11.2022 passed by the then Addl. Distt. Judge, Chandigarh and shall not file any case or appeal in respect to the above said property or shall not prefer any fresh application for execution of the said decree. Further, Ms. Poonam S. Kumar, the only daughter of the Second Party shall confirm the execution of the agreement, if need be arise, in any court or any

office for the purpose of transfer of title.

7. That it is agreed between the parties that the second party including his family members and their Successors/Legal Heirs/ Legal Representatives/ Agents/ Servants/ Attorneys/ Authorized Representatives etc. shall be bound by this settlement/agreement and shall not claim any right over the property in dispute, by filing any suit or application or otherwise, whatsoever.
8. That after the signing of this settlement/agreement, in the event of any mishappening to any of the parties to this agreement, their legal heirs shall be bound by the terms of this agreement and will have full right to receive any benefit in terms of money or otherwise from the other party as agreed.
9. That it is further agreed between the Parties that the Parties and/or their family members and their Successors/Legal Heirs/Legal Representatives/ Agents/Servants/Attorneys/Authorized Representatives shall not initiate/institute any case of any nature whatsoever in future against each other in respect of any claim with regard to the above said property after completion of the terms of instant deed.
10. That both the Parties have entered into this Memorandum of Understanding Cum Compromise Deed i.e. the Deed with a healthy deposing mind and out of their own free will and without any threat.
11. That the Instant Deed shall be binding on both the Parties&/or their family members and their Successors/Legal Heirs/ Legal Representatives/ Agents/Servants/Attorneys/Authorized Representatives.

That it is agreed between the Parties that the Parties

&/or their family members and their Successors/Legal Heirs/Legal Representatives/Agents/Servants/Attorneys/Authorized Representatives etc. shall be bound to honor the terms of the instant settlement/agreement and in the event if any of the Parties backing out of the terms of the instant settlement/agreement or not come forward to fulfill any of the obligation under the instant settlement/agreement shall be liable to pay Rs.2,00,00,000/- (Two Crores Only) as damages to the other party.”

3. Learned counsel for the parties submit that the dispute having been resolved/settled in the mediation proceedings, the present appeal be disposed of in terms thereof.

4. Heard learned counsel for the parties and with their able assistance have perused the record.

5. In the present case, it is not disputed that the contesting parties are closely related. Respondent No.1-plaintiff had claimed 1/4th share in the suit property on the basis of registered Will dated 12.02.1999, which has now been accepted by the respondent-defendants. In fact, subsequent material developments have taken place after passing of the judgment and decree dated 17.11.2022 by the lower Appellate Court, which have been noticed and mutually settled, as recorded in the settlement/agreement dated 20.03.2024. It has also been recorded that the contesting parties have voluntarily and of their own free will arrived at the aforesaid settlement/agreement. There is no doubt that a mutually acceptable solution would promote peace and

harmony in the society.

6. In view of the aforesaid, the present appeal is disposed of in terms of the settlement/agreement dated 20.03.2024 arrived at between the parties in the Mediation and Conciliation Centre of this Court. The said settlement/agreement dated 20.03.2024 shall form a part of decree and the concerned parties will remain bound by the same.

7. Pending applications, if any, also stand disposed of.

April 19, 2024

harish

(VIKAS SURI)
JUDGE

Whether speaking/reasoned	Yes/No
Whether reportable	Yes/No