

CM No.7943-C of 2015 &
CM No.6924-C of 2011 in/and
RSA No.3027 of 1986(O&M)

-1-

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

**CM No.7943-C of 2015 &
CM No.6924-C of 2011 in/and
RSA No.3027 of 1986(O&M)
Date of Decision : 20.7.2015**

M/s Ansal Properties and Industries Pvt. Ltd.

.....Appellant

Versus

Chandgi Ram through his LR's and another

.....Respondents

CORAM:- HON'BLE MR. JUSTICE GURMIT RAM

Present: Mr. Adarsh Jain, Advocate for the appellant.

Respondents No.1(i) and 1(ii) namely
Prem Kishore and Shyam Lal in person
represented by Mr. Nitin Sarin, Advocate

Mr. Sudhir Aggarwal, Advocate
for respondents No.1(iii) to 1(vi).

GURMIT RAM, J. (ORAL)

On the oral request of learned counsel for the parties, first
of all, CM No.6924-C of 2011, which is not listed for today, is taken up for
hearing.

CM No.6924-C of 2011

This application under Order 32 Rule 7 read with Section
151 CPC has been filed on behalf of applicant Sarita who is respondent No.1(v)
for permission to compromise on behalf of minor respondent No.1(iv) namely
Sumit son of Ram Parkash.

It has been mentioned in the application that in order to
resolve and settle the dispute amicably, the LR's of plaintiff Chandgi Ram have
arrived at a compromise duly signed by appellant-defendant No.1 and

LRs No.1(iii) to 1(vi) of respondent-plaintiff Chandgi Ram (since deceased). One of the LR respondents namely Sumit [respondent No.1(iv)] is minor who is being represented through his mother Smt. Sarita, who is his natural guardian. She has got no interest adverse to the interest of said minor. All the respondents who are party to this compromise including said minor have been compensated adequately. By way of this compromise, a long protracted litigation is coming to an end. No useful purpose would be served at all by continuing the proceedings of instant appeal, since the matter in dispute has been settled amicably between the parties. This application is supported by duly sworn affidavit of Smt. Sarita [respondent No.1(v)] widow of Ram Parkash, the mother and natural guardian of minor respondent Sumit [respondent No.1(iv)].

This Court is satisfied that this compromise is not adverse to the interest of the minor Sumit who is respondent No.1(iv). So in the interest of justice, this CM stands accepted and the applicant-respondent No.1(v) Sarita is permitted to compromise the matter on behalf of said minor Sumit who is respondent No.1(iv).

CM stands disposed of accordingly.

CM No.7943-C of 2015

This application under Order 23 Rule 1 and 3 read with Section 151 CPC has been filed by the counsel for the appellant for deciding the main appeal between the parties on the basis of compromise.

It has been mentioned in the application that the above-said RSA is pending before this Court against the judgment and decree dated 18.7.1986 passed by the Court of learned Additional District

Judge, Gurgaon vide which the appeal was allowed. During the pendency of the appeal, the parties to the appeal have settled the matter by way of compromise. Separate written compromise deeds are stated to have been executed between the appellant and the legal heirs of contesting plaintiff (respondent No.1). Respondent No.2 is stated to be a proforma respondent. Initially a written compromise dated 3.5.2011 (Annexure A-2) was executed between the appellant-defendant No.1 and respondent No.1(iii) to 1(vi) i.e. Ram Kishore, Sumit(minor), Sarita widow of Ram Parkash and Asharfi Devi widow of Chandgi Ram. A copy of this compromise was brought on record of this appeal along with CM No.6924-C of 2011.

Then a separate written deed of compromise dated 23.4.2015 (Annexure A-1) has been executed between the appellant -defendant No.1 and the remaining LRs of deceased Chandgi Ram namely Prem Kishore [respondent No.1(i)] and Shayam Lal [respondent No.1(ii)]. Affidavits of said Prem Kishore and Shayam Lal are also annexed with this CM thereby admitting this compromise. Now it is submitted that all the parties to the *lis* have compromised all the disputes in appeal and there is no surviving dispute pending after the execution of the said compromise deeds Annexure A-2 and Annexure A-1. As per this compromise, the land in dispute will remain with vendee appellant in whose favour sale deed dated 4.5.1984 was executed. It is further submitted that this appeal be decided on the basis of above-said compromise.

I have gone through the record and above said compromises Annexure A2 and Annexure A-1 and this appeal is disposed of as under:-

- (i) that the appeal is allowed;
- (ii) that the impugned judgment and decree dated 18.7.1986 passed by the learned Additional District Judge, Gurgaon is set aside;
- (iii) that suit of the plaintiff-respondent No.1 is ordered to be dismissed as withdrawn; and
- (iv) that pre-emption money deposited in this case, if any, is ordered to be refunded to the rightful claimant(s).

The terms and conditions of the above-said compromises Annexures A-2 and A1 be treated as a part of decree. Decree-sheet, if any, be drawn accordingly.

The CM No.7943-C of 2015 as well as the main RSA No.3027 of 1986(O&M) stand disposed of accordingly.

Since the main appeal has been disposed of, the miscellaneous application, if any, also stands automatically disposed of having been rendered infructuous.

A copy of this order be sent to the quarter concerned for compliance.

20.7.2015
Brij

(GURMIT RAM)
JUDGE