

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH.

Regular Second Appeal No.284 of 1989
Date of Decision: 28.5.2015

Ram Pal Singh (since deceased) through legal heirs ..Appellants

versus

Baljit Singh (since deceased) through legal heirs and another

..Respondents

CORAM: HON'BLE MR. JUSTICE RAJIVE BHALLA

Present: Mr. Amit Jhanji, Advocate, for the appellants.

Mr. Naginder Singh Vashisth, Advocate
for Mr. D.V.Sharma, Senior Advocate,
for respondent No.1(iv).

RAJIVE BHALLA, J.

The appellants challenge judgments and decrees dated 28.3.1985 and 19.9.1988, passed by Sub Judge 1st Class, Ludhiana and the Additional District Judge, Ludhiana dismissing their suit.

During pendency of the appeal, parties have with the able assistance of their counsel, arrived at a written settlement agreeing to resolve their dispute as per terms and conditions of the signed compromise deed, Mark`C', accompanied by a site plan, Mark `D', respectively.

Counsel for the parties pray that in view of the written compromise and their duly signed statements, which have been filed in Court today, the appeal may be disposed of in terms of the compromise.

I have heard counsel for the parties and perused the

compromise.

A perusal of the compromise reveals that Rajwinder Kaur, Amrinder Singh and Kuldeep Singh (hereinafter referred to as the "First Party") and Jagdeep Singh and Jasdeep Singh sons of Baljit Singh (hereinafter referred to as the "Second Party") have resolved their dispute by way of a written compromise Mark "C", and site plan, Mark "D". A relevant extract from the compromise deed reads as follows:-

"5..... That during the pendency of the Regular Second Appeal, both the parties have arrived at a compromise and a settlement wherein it has been agreed by the party of the second part decreeing the suit and transferring 1/4th share out of 56 Kanals 18½ , i.e., for 14 Kanals 4½ Marlas after admitting the plaintiff (legal representatives of plaintiff) to be owner to that extent.

6. That both the parties have agreed that the suit be decreed to the extent mentioned above. Henceforth the party of the first part shall be owner of Khasra No.30//9/2 (7/7), 2/2 (4/13) 8/1/1 (3/2). Out of Khasra No.8/1/1/ (3-2), 2-4 ½ Marlas will be the ownership of the party of the 1st Part. The possession of these khasra numbers will be deemed to be with the part of the 1st Part. If any dispute arises amongst the legal heirs of party of the 1st part they shall be responsible for the same. Aks Sajra is attached.

7. That all the disputes between the first party and second party stands settled fully and finally. Both the

parties further undertake that they will fully cooperate and will never back out from the decree, which is based on the compromise deed, which would be binding on both the parties as well as their legal heirs, successors, assignees etc.

8. That both the parties agreed that the mutation of the share mentioned in Khasra numbers shall be entered in the name of the party of the 1st Part i.e. 30//9/2(7-7), 2/2(4-13) 8/1/1(3-2). Out of khasra no.8/1/1(3/2), 2-4½ Marla will be the ownership of the party of the 1st Part.”

The parties, who are present in court and have been duly identified by their counsel, pray that in view of the compromise, the appeal may be disposed of in terms of the compromise without the formality of filing an application or recording separate statements.

I have perused the compromise, considered the statements and in the absence of any reason to doubt the bona fide of the parties or the compromise or that the compromise is, in any manner, collusive or fraudulent, allow the appeal, set aside judgments and decrees, passed by the courts below and decree the suit in terms of the compromise. A decree sheet be drawn up accordingly.

(RAJIVE BHALLA)
JUDGE

28.5.2015
VK