

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

**CM-7947-C-2015 in/and  
RSA-1057-1996  
Decided on : 24.07.2015**

**Kawaljit Kaur**

**.... Appellant**

**VERSUS**

**Rajinder Kaur and others**

**..... Respondents**

**CORAM: HON'BLE MR. JUSTICE RAJIVE BHALLA**

**Present: Mr.Sarwan Singh, Senior Advocate, with  
Mr.N.S.Rapri, Advocate, for the applicant/appellant.**

**Mr.Surinder Garg, Advocate, for respondent No.1.**

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**RAJIVE BHALLA, J. (ORAL)  
CM-7947-C-2015**

Prayer in this application is for placing on record the compromise, Annexure A-1 and for disposal of the appeal in terms of the compromise. Allowed as prayed for. The compromise, Annexure A-1, is taken on record.

**RSA-1057-1996**

Counsel for the parties pray that as the parties have resolved their differences amicably, the appeal may be disposed of in terms of the compromise, Annexure A-1, by decreeing the suit filed by Rajinder Kaur, wife of Kartar Singh (plaintiff/respondent No.1), with respect to land bearing Khasra No.1059 (4 kanals and 8 marlas), Khasra No.1060 (7 kanals and 4 marlas) and Khasra No.1061 (7 kanals and 4 marlas), total measuring 18 kanals and 16 marlas, and

dismissing the suit with respect to Khasra No.1062 (7 kanals and 4 marlas).

Counsel for the parties state that as respondents No.2 to 10 are proforma respondents, neither their presence nor their consent is required for the compromise. Counsel for the parties also submit that they have no objection if the requirement of recording the statements of the parties is waived.

Counsel for the parties acknowledge the correctness of the compromise deed, Annexure A-1, the signatures and thumb impressions of Kawaljit Kaur, Rajinder Kaur and the witnesses appearing on relevant pages of the compromise deed, Annexure A-1.

I have heard counsel for the parties, perused the compromise deed, Annexure A1 and find no reason to doubt the bonafides of the parties or of the compromise deed. Neither the parties nor the compromise suffers from any legal disability or impediment. The suit is, therefore, partly decreed by modifying judgments and decrees passed by the Courts below in terms of the compromise deed, Annexure A-1. The terms and conditions of the compromise deed, Annexure A-1, shall form a part of this judgment and decree.

Rajinder Kaur, wife of Kartar Singh (Respondent No.1) is declared owner in possession of land bearing, Khasra No.1059 (4 kanals and 8 marlas), Khasra No.1060 (7 kanals and 4 marlas) and Khasra No.1061 (7 kanals and 4 marlas), total measuring 18 kanals

and 16 marlas, situated in the revenue estate of village Sirsari, Tehsil and District Faridkot.

The appellant-Kawaljit Kaur, wife of Darshan Singh, is declared owner in possession of land bearing Khasra No.1062 (7 kanals and 4 marlas), situated in the revenue estate of village Sirsari, Tehsil and District Faridkot.

No order as to costs.

Decree-sheet be drawn up accordingly.

24.07.2015

Shamsher S.Sabharwal

**[ RAJIVE BHALLA ]**  
**JUDGE**