

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

**Date of Decision: 26, August, 2015**

**(1) SAO No.26 of 1997 (O&M)**

Singh Ram etc. ... Appellants

Versus

Shamsher Singh etc. ... Respondents

**(2) RSA No.140 of 2004 (O&M)**

Nirmal Kaur and others ... Appellants

Versus

Karnail Singh and another ... Respondents

**(3) CRR No.558 of 1998**

Singh Ram and ors. ... Petitioners

Versus

Shamsher Singh and ors. ... Respondents

**(4) COCP No.1038 of 2003**

Singh Ram and ors. ... Petitioners

Versus

Ajaib Singh and ors. ... Respondents

**CORAM:-HON'BLE MR. JUSTICE RAJ MOHAN SINGH**

Present: Mr. Amit Jain, Advocate  
for the appellant(s) in RSA No.140 of 2004 and  
in SAO No.26 of 1997.

Mr. Anupam Bansal, Advocate  
for the petitioner(s) in COCP No.1038 of 2003 and  
in CRR No.558 of 1998.

Mr. Jagdish Manchanda, Advocate  
for the respondent(s).

Mr. B.P.S. Virk, Advocate  
for respondent No.3 in COCP No.1038 of 2003.

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**RAJ MOHAN SINGH, J. (ORAL)**

This order will decide four cases on the basis of settlement dated 31.07.2015 effected before Mediation and Conciliation Centre of this Court.

Following parties participated in the settlement:-

*"1. Nirmal Kaur d/o Dayal Kaur d/o Ajmer Singh*

*2. Inderjit Kaur d/o Dayal Kaur d/o Ajmer Singh.*

*3. Karamjit Kaur d/o Dayal Kaur d/o Ajmer Singh.*

*4. Harpal Kaur d/o Dayal Kaur d/o Ajmer Singh.*

*..... All four appellants No.1 to 4 through their General Power of Attorney Holder Karam Singh s/o Singh Ram and Dayal Kaur-Appellant No.5.*

*5. Karam Singh s/o Dayal Kaur d/o Ajmer Singh.*

*6. Baljinder Kaur, widow of Rajinder Singh.*

*7. Jagwinder Kaur d/o of Rajinder Singh.*

*8. Baljit Kaur d/o of Rajinder Singh.*

*..... All four appellants No.5 to 8 through their General Power of Attorney Holder Karam Singh s/o Singh Ram and Dayal Kaur-Appellant No.5.*

*9. Devinder Singh s/o Rajinder Singh.*

*10. Varinder Singh s/o Rajinder Singh.*

*11. Karnail Singh son of S. Prem Singh r/o Village Mahrian, Tehsil Rajpura, Distt. Patiala (legal heir of Shamsher Singh).*

*12. Ajaib Singh son of S. Shamsheer Singh  
son of Sunder r/o Village Mahrian, Tehsil  
Rajpura, Distt. Patiala".*

Following litigations pending between the parties  
were sought to be resolved by means of present  
compromise:-

*"i) Regular Second Appeal No.140 of 2004  
had been filed by the first party against the  
second party. The counsels shall request  
the Hon'ble High Court to dispose of the  
same as per the present  
settlement/agreement.*

*ii) Second appeal against order No.26 of  
1997 had also been filed by the first party  
against the second party. The counsels  
agree that they shall request the Hon'ble  
Court to dispose of the same as per the  
present settlement/agreement.*

*iii) That a contempt petition numbered  
COCP No.1038 of 2003 has also been filed  
by the first party against the second party.  
Since the dispute between the parties has  
been amicably resolved as per the present  
settlement/agreement the parties have  
agreed that the first party would be ready  
and willing to make an appropriate  
statement before the Hon'ble Court, that  
the first party does not intend to pursue the  
contempt petition and that they may be  
permitted to withdraw the same.*

*iv) That a Criminal Revision i.e. CRR  
No.558 of 1998 was also filed by the first*

*party against the second party. Vide that petition the first party sought quashing of the order dated 24.03.1998. It has been decided by both the parties that the first party shall have no objection if the impugned order is upheld. Both the parties have undertaken that they will make an appropriate statement before the Hon'ble Court on the date fixed for hearing, to the effect that the entire dispute between them stands resolved vide the present settlement/agreement and both the parties shall pray for disposing of the CRR in terms of the settlement/agreement.*

*v) That a Civil Suit for declaration is pending between the two respondents inter se namely Ajaib Singh and Karnail Singh in the competent Court at Rajpura which is now fixed for 04.08.2015. Ajaib Singh (Respondent No.2 in RSA No.140 of 2004) undertakes to withdraw the same by presenting the present settlement /agreement before the learned court below on the next date of hearing."*

Parties settled their controversy by entering into settlement in the following manner:-

*"a) That the parties to the present settlement/agreement agreed that the total land of the parties involved in the litigation is 128 Bigas 11 Biswas comprised in Khata No.8/18 to 22 compromised in Khasra Nos. 481 (4-0), 482 (4-0), 483(4-0), 484 (4-0),*

485 (4-0), 486(4-0), 487 (4-0), 488 (4-0),  
489 (4-0), 490 (4-0), 491 (4-0), 492(4-0),  
493 (4-0), 494 (4-0), 495 (4-0), 496 (4-0),  
497 (4-0), 498 (4-0), 499 (4-0), 500 (4-0),  
501 (4-0), 502 (4-0), 503 (4-0), 504 (4-0),  
505 (4-0), 506 (5-15), 507 (5-16), 508 (5-  
16), 509 (5-16), 510 (5-16) situated in  
Village Mahrian, Sub-Tehsil Ghanaur,  
Tehsil Rajpura, District Patiala.

b) It has been agreed between the parties  
that Khasra No.481 to 490, half share of  
Khasra No.493 and Khasra No.494 and  
495 situated in Village Mahrian, Sub-Tehsil  
Ghanaur, Tehsil Rajpura, District Patiala  
have fallen to the share of **Ajaib Singh s/o  
Shamsher Singh (Respondent No.2 in  
RSA No.140 of 2004)** as per the  
compromise between the parties.

c) It has also been agreed between the  
parties that remaining half share of Khasra  
No.493 East and Khasra Nos. 491, 492,  
496, 497, 498, 499, 500 have fallen to the  
share of **Karnail Singh son of Prem  
Singh (Respondent No.1 in RSA No.140  
of 2004).**

That Karnail Singh had executed  
a registered agreement to sell his share on  
18.06.2015 vide Vasika No.171 at the rate  
of Rs.19,00,000/- per killa (4 Bighas) in  
favour of Charanjeet Kaur Ex-wife  
(divorced wife) of Karam Singh (appellant  
No.5 in RSA No.140 of 2004) and Hardeep  
Kaur wife of Dawinder Singh (appellant

*No.9 in RSA No.140 of 2004). Karnail Singh (respondent No.1 in RSA No.140 of 2004) had received Rs.30,00,000/- (Rs. Thirty Lacs Only) as earnest money and as per the compromise between the parties he shall be bound to execute and get registered, the sale deed in favour of the purchasers as per the terms and conditions embodied in the agreement. The total amount with regard to the sale of the share of Sh. Karnail Singh in favour of Charanjeet Kaur Ex-wife (divorced wife) of Karam Singh (appellant No.5 in RSA No.140 of 2004) and Hardeep Kaur wife of Dawinder Singh (appellant No.9 in RSA No.140 of 2004) will become 14845000/- (Rs One Crore Forty Eight Lacs Forty Five Thousand Only) which includes Rs.5,00,000/- (Rs. Five Lacs Only) as payment for the house. Karnail Singh has already received Rs.30,00,000/- (Rs. Thirty Lacs Only) as earnest money vide agreement dated 18.06.2015 which will be deducted from the total amount and the balance amount of Rs.11845000/- (Rs. One Crore Eighteen Lacs Forty Five Thousand Only) shall be paid by the purchasers as per the terms of the registered agreement to sell.*

*d) It has further been agreed between the parties that Baljinder Kaur widow of Rajinder Singh (Appellant No.6 in RSA No.140 of 2004 who is being represented*

*through her general power of attorney holder Karam singh who is appellant No.5 in RSA No.140 of 2004) is owner in possession of Khasra No.501 to 510 and that she has been continuing owner in possession of the above land since the compromise dated 18.04.1995 had been entered into between the parties. Parties shall have no objection if the Khasra girdawaris are made in the name of Baljinder Kaur. Mutation of this land i.e. Khasra No.501 to 510 has also been sanctioned in the name of Baljinder Kaur."*

After entering into the aforesaid compromise, parties have no subsisting complaint against each other in respect to any suit/claim/proceedings filed by or against the parties in question. Since amicable settlement has been arrived at, therefore, the parties shall not institute any case against each other with reference to aforesaid settled claim. Both the parties have undertaken before this Court that they shall abide by terms and conditions of the settlement for all times to come and will not raise dispute in respect thereof except with leave of the Court. The legal representatives brought on record as mentioned in para No.8 of the settlement shall also abide by terms and conditions of settlement and they will remain bound by the terms and settlement of compromise.

In view of aforesaid, learned counsel for the petitioner in **COCP No.1038 of 2003** titled as **Singh Ram**

SAO No.26 of 1997 (O&M) and  
RSA No.140 of 2004 (O&M) and  
CRR No.558 of 1998 and  
COCP No.1038 of 2003

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**and others Vs. Ajaib Singh and others and CRR No.558 of 1998** titled as **Singh Ram Vs. Shamsher Singh and others** seeks withdrawal of the same.

Keeping in view the compromise, rule against the contemner stands discharged and Criminal Revision is ordered to be dismissed as withdrawn.

**RSA No.140 of 2004** titled as **Nirmal Kaur and others Vs. Karnail Sngh and another** and **SAO No.26 of 1997** titled as **Singh Ram etc. Vs. Shamsher Singh** etc are ordered to be disposed of in terms of compromise.

All the pending applications are ordered to be disposed of in the light of aforesaid compromise.

Decree-sheet in RSA be prepared in terms of compromise.

August 26, 2015  
prince

(RAJ MOHAN SINGH)  
JUDGE