

IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH

Letters Patent Appeal No.2057 of 2014 (O&M)

Date of Decision: April 24, 2015

Amrik Singh

.....Appellant

versus

Superintending Canal Officer, IB Circle, Patiala and others

.....Respondents

CORAM: HON'BLE MR.JUSTICE SURYA KANT.
HON'BLE MR.JUSTICE P.B.BAJANTHRI.

Present: Mr.Rai Singh Chauhan, Advocate, for the appellant.

Mr.G.S.Sandhu, Advocate, for respondent No.4.

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1. Whether Reporters of Local papers may be allowed to see the judgment?

2. To be referred to the Reporters or not?

3. Whether the judgment should be reported in the Digest?

Surya Kant, J. (Oral)

This letters patent appeal is directed against the order dated 16.10.2014 whereby learned Single Judge has set-aside the orders passed by the Canal Authorities in a dispute between the appellant and respondent No.4 over the turn of water for irrigation of their respective fields,

[2] When this appeal came up for preliminary hearing on 19.01.2015, this Court took notice of the fact that the litigating parties are real brothers, hence, the matter can be amicably resolved through the aegis of Mediation and Conciliation Centre. The parties were thus directed to appear before the Mediation and Conciliation Centre of the High Court on 03.03.2015.

[3] The Medication Centre has sent its report dated 20.04.2015 alongwith the settlement arrived at between the

parties, in terms whereof the dispute has been amicably resolved. The terms and conditions of the settlement, as set-out between the parties, are to the following effect:-

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- a) Both the parties agreed that the tail end of the khal Moga 5270/TF Dhingar Minor Village Dhingar as ordered by the Deputy Collector, Mansa Division I.B. Jawaharke and upheld by the Superintending Canal Officer, Patiala Circle I.B., Patiala will remain with the appellant. As per the said order, the demand made by Amrik Singh with regard to the tail end was accepted and amended Varabandi was ordered.
- b) That as per the settlement arrived between the parties, the said tail end as ordered will be used and remain with the first party and in lieu of this, the first party has agreed to provide 20 minutes extra turn of water from his share of turn of water to the second party. This 20 minutes turn of water will be over and above the share which the second party is entitled as per his land holding and was already fixed as 23 minutes turn of water by the Canal authorities after the order passed by the Superintending Canal Officer, I.B. Circle, Patiala, meaning thereby now as per the settlement, the second party would be entitled for turn of water to the extent of 43 minutes.

- c) That it is also agreed between both the parties that the first party will not claim any passage or khal (water channel) out of the land of the second party. The existing khal operating on the spot will remain as it is and would remain intact for all intents and purposes.
 - d) That it is also agreed between both the parties that none of the party will raise any objection with regard to use of water channel as settled and even one of the party or their family members or dependents/ legal heirs will raise any objection for its implementation.
 - e) That it is agreed that as per the settlement arrived between the parties, the pending LPA No.2057 of 2014 may be disposed in terms of the Compromise and the order passed by the learned Single Judge in CWP No.11549 of 2010 titled as 'Tek Singh vs. Superintending Canal Officer, I.B. Circle, Patiala dated 16.10.2014 may be modified accordingly.
 - f) If any of the parties violates the above compromise or does not comply with the conditions, the other party will be free to take recourse of law.
7. With the execution of the present compromise, entire dispute between the parties shall stand settled. None of the parties shall institute any

unwarranted litigation against each other.

8. This compromise has been reached between the parties without any pressure and both the parties have very happily agreed to abide by the terms and conditions of the Settlement. Both the parties shall be bound with the terms and conditions of this Settlement.
9. It has been further decided between the parties that in case of necessity, both the parties shall be free to present the copy of the above compromise before any authority or court if the same is required to witness the execution of the Settlement or to settle any pending controversy between the parties.
10. That the contents of this Settlement have been read over and explained to the parties and after admitting the same as correct, the parties have put their respective signatures.
11. That the parties undertake to abide by the terms and conditions set out in the Settlement and do not dispute the same hereinafter in future.
12. That the parties have received a duly signed copy of Settlement.

[4] In the light of the compromise arrived at between the parties, the order passed by learned Single Judge is set-aside; the orders dated 05.08.2009, 26.11.2009 and 03.06.2010 passed by the Canal authorities are modified and the dispute regarding turn of water for irrigation of the fields of appellant and respondent No.4 is ordered to be settled as per the agreed terms and conditions, reproduced above.

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[5] The parties shall abide by the terms and conditions of the compromise.

[6] The appeal stands disposed of accordingly.

[SURYA KANT]
JUDGE

April 24, 2015
mohinder

[P.B.BAJANTHRI]
JUDGE