

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

**RSA No.1795 of 2013 (O&M)
Date of decision : May 18, 2015**

Rajinder Mohan Singh

.....Appellant

Versus

Rajinder Kaur and others

..... Respondents

CORAM : HON'BLE MR.JUSTICE GURMIT RAM

1. To be referred to the Reporters or not? No / Yes
2. Whether the judgment should be reported in the Digest? No / Yes

Present : Mr. G.S. Bhatia, Advocate,
for the appellant.

Mr. S.S. Chadha, Advocate,
for the respondents.

GURMIT RAM, J.

CM No.5188-C-2015

For the reasons mentioned in the application, it stands allowed.

Compromise (Annexure R-1) is taken on record.

CM stands disposed of accordingly.

RSA No.1795 of 2013 (O&M)

1. Statement of Ranjit Singh, attorney of respondents herein
namely Rajinder Kaur, Manpreet Kaur, Amanpreet Kaur, Charanjit Singh,

Karanjit Singh, Gurpreet Singh, Jatinder Kaur and Dalvinder Kaur has been recorded in the Court. He has stated that he is special power of attorney holder on behalf of abovesaid Rajinder Kaur and others, since they have executed a special power of attorney (Annexure R-2) in his favour and vide this special power of attorney, they have authorized him to make any statement on their behalf in this case in the Court. It is further in his statement that parties have entered into this compromise at their own will and free consent vide compromise deed Annexure R-1. He has no objection, if this case be disposed of in terms of compromise (Annexure R-1). He himself is also one of the respondents in this appeal shown at Sr. No.7 in the memo of parties.

2. Then statement of Joginder Singh, Sarpanch of village Banga Bet, District SBS Nagar has been recorded. He has stated that he is Sarpanch of his village and he has placed on the file photocopy of his identity card (Annexure R-3). It is also in his statement that he personally knows Ranjit Singh, whose statement has been recorded in the Court in his presence. He is also one of the attesting witnesses of compromise (Annexure R-1) as the Sarpanch of his village. The parties have made the compromise in question at their own consent and free will. Then it is also in his statement that he knows all the parties to this litigation.

3. As per the record, abovesaid Ranjit Singh along with eight others persons mentioned above as plaintiffs had filed a suit for declaration in the Court of Additional Civil Judge (Senior Division) Balachaur, SBS Nagar to the effect that they are joint owners and in joint possession of the suit property i.e. $\frac{1}{2}$ share of the land measuring 288 kanals 11 marlas as

detailed in the head note of the plaint. Their suit was dismissed by the learned trial Court, but in appeal the learned Appellate Court accepted the appeal and decreed the suit of the plaintiff vide impugned judgment and decree dated 24.12.2012. The judgment and decree dated 28.07.2011 of the learned trial Court dismissing the suit was set aside. Thereafter one of the defendants namely Rajinder Mohan Singh approached this Court by way of instant Regular Second Appeal. During the pendency of the appeal, parties have entered into a compromise vide compromise deed Annexure R-1.

4. In view of the above statement of respondent No.7 on his own behalf and also on behalf of respondent Nos. 1 to 6, 8 and 9 herein and in terms of compromise (Annexure R-1) the suit of the plaintiffs stands dismissed. Impugned judgment and decree dated 24.12.2012 passed by the learned Additional District Judge, SBS Nagar has been set aside. This appeal stands accordingly disposed of in terms of the compromise (Annexure R-1). Decree sheet, if any, be prepared. Trial Court record, if any, along with copy of this judgment be sent back to the Court concerned.

May 18, 2015

Gaurav Sorot

**(GURMIT RAM)
JUDGE**