

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

**Regular Second Appeal No.2233 of 2013
Date of decision : 09.04.2015**

Sita Ram Ahuja		...Appellant
	versus	
Harish Chander Ahuja		...Respondent

CORAM: HON'BLE MS. JUSTICE RITU BAHRI

Present: Mr. Amit Jain, Advocate for the appellant.

RITU BAHRI, J (Oral).

This appeal is against the judgment of reversal passed by the lower appellate Court.

While issuing notion of motion on 08.08.2014, the matter was referred to the Mediation and Conciliation Centre of this Court as the dispute was between the real brothers.

As per the report of the Mediator dated 10.09.2014, the parties have amicably resolved their dispute with the following terms and conditions, which is duly signed by the appellant Sita Ram Ahuja and the respondent Harish Chander Ahuja:

TERMS AND CONDITIONS

1. Both the parties have agreed that the present position of possession of House No. 636, Sector-8, Panchkula on ground floor Sita Ram Ahuja and on first floor and second floor Sh. Harish Chander Ahuja shall continue in absolute possession.

2. Both the parties namely Sh. Sita Ram Ahuja and Sh. Harish Chander Ahuja have further agreed that as they are in equal ownership to the extend of 50% of House No. 636, Sector-8, Panchkula and now

as per their family settlement/settlement, they shall be owner in possession of their respective shares of above House No. 636, Sector-8, Panchkula as on ground floor Sh. Sita Ram Ahuja and on first floor and second floor Sh. Harish Chander Ahuja.

3. *Both the parties have further agreed that both the parties shall have the right to alginate, sale, lease, mortgage, release, relinquish his share as per his wishes. Both the parties i.e. Sita Ram Ahuja and Harish Chander Ahuja shall be bound to make statement or to sign application or to submit affidavit, if it is so required for the transfer, alienation, sale, relinquish, release of other brother's share.*

4. *Both the parties have further agreed that in case both brothers or either of brothers intend to mortgage his share in the property to raise funds or loan, in that event, the other brother shall be bound to sign application or execute necessary documents or affidavit for the said purpose.*

5. *Both the parties have further agreed that common interests and amenities i.e. power connection, sewerage connection, water connection etc. shall continue to be enjoyed by both the parties, their successors or transferees as the case may be as are being enjoyed today as per Rules framed by the Concerned Local Government Department. None of the parties shall object, if the other party intend to apply for a separate power or sewerage or water connection.*

6. *Both the parties have further agreed that both the parties shall make a joint request to the Hon'ble High Court requesting for the disposal of the present RSA in terms of today's settlement/family settlement reached in the Mediation and Conciliation Centre.*

7. *Both the parties have further agreed that both the parties shall make a request to the concerned Court wherein the cases relating to the house in question between the brothers namely Sita Ram Ahuja and Harish Chander Ahuja are pending for withdrawal/disposal/decision on the next date of hearing of the concerned case. None of the parties shall object to the withdrawal or disposal or decision of the said case in terms of present settlement/family settlement.*

8. *The parties have further agreed that none of the parties shall institute or initiate any unwanted litigation against each other, nor to file any complaint, suit for damages etc. in respect of the subject matter being compromised today.*

9. *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 the present settlement.*

10. *By signing this settlement the parties state that they have no further claims or demands against each other with respect to the subject matter being compromised today and all the disputes and differences in this regard have been amicably settled by the parties hereto through the process of Conciliation/Mediation.*

11. *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 settlement before any authority or Court if the same is required to witness the execution of the compromise/settlement or to settle any pending controversy between the parties relating to same cause of action.*

12. *That the parties undertake before the Hon'ble Court to abide by the terms and conditions set out in the settlement agreement and not to dispute the same hereinafter in future.*

13. *The parties have gone through the contents and after admitting the same as correct, have put their respective signatures.*

14. *Both sides have received one copy of the duly signed agreement/settlement.*

In view of the compromise effected between the parties,
the appeal is disposed of in terms of the compromise.

09.04.2015
Vinay

(RITU BAHRI)
JUDGE