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IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CM No.12817-C of 2015 in/and
RSA No.6111 of 2014
Date of Decision: 04.11.2015

LILLU RAM

.....Appellant.

Vs

JAGAN RAM & ANR

.....Respondents

CORAM: HON'BLE MR. JUSTICE RAJ MOHAN SINGH

Present: Mr. Vikas Mohan Gupta, Advocate
for the applicant/appellant.

Mr. Amit Arora, Advocate
for the respondents.

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?*

RAJ MOHAN SINGH, J.(Oral)

CM No.12817-C of 2015

Prayer in this application is for bringing compromise deed on record and for disposal of the appeal on the basis of compromise.

In view of pleadings made in the application, compromise deed is taken on record. With the concurrence of both the parties, date of hearing is preponed and main case is taken up for final disposal.

Application stands disposed of.

RSA No.6111 of 2014

[1]. This appeal has been filed by the appellant-Lillu Ram against the judgment and decree dated 26.08.2014 passed by Additional District Judge, Bhiwani, confirming and upholding the judgment and decree of the trial Court dated 03.02.2011, whereby suit for declaration and permanent injunction filed by plaintiff Jagan Ram was decreed, declaring judgment and decree dated 28.05.1990 and subsequent mutation No.322 dated 28.02.1991 to be wrong, illegal and null and void.

[2]. Plaintiff along with defendant No.1 was declared to be owner in possession of the suit land to the extent of half share each by virtue of provisions of the Punjab Occupancy Tenant (Vesting of Proprietary Rights) Act, 1953.

[3]. Facts are not in dispute. Admittedly, father of the parties was declared to be occupancy tenant. Such right was heritable in nature after his death. Defendant Lillu Ram obtained collusive decree from the original owner without notice to the plaintiff vide civil Court decree dated 28.05.1990 and on the basis of said decree mutation was also sanctioned in his favour on 28.02.1991.

[4]. Plaintiff has successfully assailed the said judgments and decrees in both the Courts below and that is how the present appeal came to be filed in this Court.

[5]. During pendency of the present appeal, both the parties have amicably resolved their dispute by way of entering into a

memorandum of understanding dated 01.08.2015. The compromise deed Annexure A-1 has been taken on record. The same is marked as Ex.CX under the signatures of the Bench Secretary of this Court.

[6]. The amicable resolution between the parties is to the effect that the plaintiff-Jagan Ram intends to abandon his claim in the property subject to receiving Rs.22 lacs as full and final settlement of his claim in respect of suit land. Annexures A-2 and A-3 are the documents, depicting payment of total amount of Rs.22 lacs in favour of the plaintiff-respondent.

[7]. The factum of aforesaid payment has been admitted by the learned counsel for the plaintiff-respondent No.1 on instructions from Ramesh Kumar son of the respondent No.1. The aforesaid statement is duly supplemented by an affidavit of respondent No.1- Jagan Ram himself in support of application in question.

[8]. Both the parties are *ad idem* that this appeal be disposed in terms of compromise and judgments and decrees passed by both the Courts below be set aside accordingly.

[9]. The parties are old and ailing, therefore, son of appellant namely Babu Lal and son of respondent No.1 namely Ramesh Kumar are present in Court. Their statements are being separately recorded.

[10]. I have considered the matter and of the view that the compromise in question would serve as ever lasting tool in the hands of the parties to resolve the present as well as future differences and

would definitely bring peace and harmony between them. The compromise seems to be the result of voluntary act of the parties and is not suffered with any malice or undue advantage of any type.

[11]. In view of aforesaid, this appeal is accepted in terms of compromise. Impugned judgments and decrees passed by both the Courts below are hereby set aside. The compromise be made part of the decree.

November 04, 2015
Atik

**(RAJ MOHAN SINGH)
JUDGE**