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

RSA No.1375 of 2000

Date of Decision: 20.01.2016

KARAMJIT KAUR AND ANOTHER

...Appellant(s)/Petitioner(s)

VERSUS

GURMEET SINGH AND OTHERS

...Respondent(s)

CORAM : HON'BLE MR. JUSTICE DARSHAN SINGH

Present: Mr. M.L. Sagar, Senior Advocate for
Mr. Navdeep Singh Gill, Advocate
for the appellants.

Mrs. Karamjit Kaur, Appellant No.1 is present - in person.

Mr. Naveen Sharma, Advocate for
Mr. Vikram Singh, Advocate
for the respondents.

DARSHAN SINGH J. (ORAL)

Learned counsel for the respondents has handed over two bank drafts of Rs.2,50,000/- each in favour of appellant No.1-Karamjit Kaur and appellant No.2-Manpreet Kaur which have been received by learned Senior Counsel for the appellants today in the Court which have been further handed over to appellant No.1-Karamjit Kaur who is present in the Court (photocopy thereof has been kept on record).

The appellants have filed a suit for declaration to the effect that the judgment and decree dated 29.01.1991 suffered by respondent No.1 in favour of respondents No.2 and 3 is null and void and is not

binding upon the rights. They have claimed that they were entitled to 1/4th share in the suit property, being the legal heirs of Kuldip Singh (deceased) s/o respondent No.1-Gurmeet Singh. The suit filed by the appellants was dismissed by the learned trial Court vide judgment and decree dated 01.03.1996. The appeal filed by the appellants was also dismissed by the learned District Judge, Roopnagar vide judgment and decree dated 20.12.1999. Hence, this Regular Second Appeal.

During the pendency of the present appeal the compromise has taken place between the parties, they have placed on record the written compromise (Ex. C-1). The statements of the parties were also recorded by the co-ordinate Bench on 02.12.2015 with respect to the compromise.

As per the compromise, the respondents have handed over two demand drafts dated 14.12.2015 to the appellants on 21.12.2015 and the case was adjourned for today for making the remaining payment.

Today, learned counsel for the respondents has handed over the two demand drafts bearing Nos.689195 and 689196 dated 18.01.2016 against receipt Mark 'B'.

Thus, it has been admitted at Bar that the entire payment has been made by the respondents to the appellants as per the terms of written compromise (Ex. C-1).

In the statements made by the parties recorded on 02.12.2015 as well as in the written compromise (Ex. C-1), it is mentioned that the present appeal may be disposed of, in terms of the written compromise.

Thus, keeping in view the statements of the parties and the written compromise (Ex. C-1), the present appeal stands disposed of in terms of the written compromise (Ex. C-1). The written compromise (Ex. C-1) shall be deemed to be part of this order.

(DARSHAN SINGH)
JUDGE

January 20, 2016
rajneesh