

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

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**RSA No. 4490 of 2005 (O&M)
Date of Decision: October 17, 2016**

SUBHASH CHAND

-APPELLANT

VERSUS

JAGAN NATH & ANOTHER

-RESPONDENT

CORAM: HON'BLE MR. JUSTICE RAJ MOHAN SINGH

Present: Mr.Kanwaljit Singh, Sr. Advocate with
Mr.Chirag Wadhwa, Advocate
for the appellant.

Mr. Ashok Tyagi, Advocate
for respondent No.1.

RAJ MOHAN SINGH, J. (ORAL)

CM NO.12827-C-2016

This is an application for disposal of the appeal i.e.
RSA No.4490 of 2005 on the basis of compromise.

For the reasons mentioned in the application, the
same is allowed and the main appeal is taken up today.

RSA NO. 4490 OF 2005

A compromise was executed between the parties due
to intervention of respectables, friends and relatives. Both the
parties have settled their grievances by reducing the terms and
conditions of compromise in the following manner:-

1. *That Jagan Nath @ Ram Sahara, son of
Datta Ram will make a statement in view of the*

compromise in favour of Subhash son of Om Parkash @ Parkasha and get the RSA number 4490 of 2005 allowed in his favour pending before the Hon'ble High Court Chandigarh and Subhash son of Om Parkash @ Parkasha will become owner in possession of the above said land measuring 118 Kanal 10 Marla.

2. That the Subhash son of Om Parkash @ Parkasha resident of village Pundri District Karnal will be liable to pay the complete amount of Rs.1,18,50,000/- of agreement of Sushil Kumar son of Sarfraj which was received by Jagan Nath @ Ram Sahara to Sushil Kumar son of Shri Sarfraj and Sushil Kumar son of Sarfraj will be bound to get the agreement dated 25.01.2011 cancelled.

3. That Jagan Nath @ Ram Sahara son of Datta Ram will pay an amount of Rs. 25 lacs to Naresh Kumar son of Mahender Singh and Kanchan wife of Shri Desh Raj. Naresh and Kanchan will be bound to withdraw the suit for specific performance filed by them against Jagan Nath @ Ram Sahara son of Data Ram and Naresh and Kanchan will not have any right or file any claim in the above said property and the above said Naresh and Kanchan will themselves be responsible for any other person who claims any right in this agreement.

4. That Sushil Kumar will be bound to withdraw the criminal case No.35 dated

24.01.2015 u/s 406, 420, 467, 468, 471, 506, 34, 120-B IPC, P.S. Gharaunda registered against Jagan Nath @ Ram Sahara and get the case No.35 dated 24.1.2015 quashed by way of making statement in favour of Jagan Nath @ Ram Sahara in view of the compromise.

5. That all the above said parties will be bound by the above said compromise and no party will violate the above said compromise neither will reside in the same and all parties will be bound by this compromise and all parties will be bound to get the all cases decided in all the courts in view of the compromise. If any party resile from this compromise the same would be considered as void.

6. That the above said compromise has been got subscribed by all the parties with their free consent and healthy mind, without any coercion of influence in the presence of witnesses after hearing and understanding the same which has been read so that it be a record.

According to the aforesaid compromise, Subhash Chand son of Om Parkash-plaintiff will become owner in possession of 118 Kanals 10 Marlas and he shall pay an amount of Rs.1,18,50,000/- to one Sushil Kumar son of Sarfraj which was received by Jagan Nath @ Ram Sahara as per

condition No.2 of the compromise.

Both the parties have also agreed that they would comply conditions No.4 to 6 of the compromise in stricto sensu. Subhash Chand and Jagan Nath have made their individual statement on oath before this Court which have been separately recorded.

Both the parties are ad idem that this appeal be allowed to the extent of 118 Kanals 10 Marlas by setting aside the impugned judgment and decree passed by the lower Appellate Court.

Ordered accordingly.

(RAJ MOHAN SINGH)
JUDGE

October 17, 2016

Jyoti Y.

Whether speaking/reasoned
Whether reportable

Yes/No
Yes/No