

**CM No. 9698-C-2016 in/and
RSA No. 21 of 2007 and other connected cases -1-**

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

**CM No. 9698-C-2016 in/and
RSA No. 21 of 2007
Date of Decision: 21.09.2016**

Hartej Singh
.....Appellant
Vs.

Punjab State Electricity Board, Patiala and others
.....Respondents

**2. CM No. 9703-C-2016 in/and
RSA No. 22 of 2007**
Hartej Singh
.....Appellant

vs.
Tarlochan Kaur and others
.....Respondents

**3. CM No. 9705-C-2016 in/and
RSA No. 23 of 2007**
Hartej Singh
...Appellant

vs.
Sakinder Singh and others
Respondents

CORAM: HON'BLE MR. JUSTICE AMOL RATTAN SINGH

**Present: Mr. Gopal Sharma, Advocate,
for the applicant-appellant.**
**Mr. Raman MohinderPal, Advocate,
for the contesting respondent.**

AMOL RATTAN SINGH, J. (ORAL)

- 1. CM No. 9698-C-2016 in RSA No. 21 of 2007;**
- 2. CM No. 9703-C-2016 in RSA No. 22 of 2007;**
- 3. CM No. 9705-C-2016 in RSA No. 23 of 2007.**

By these three applications, moved in the three accompanying appeals, the sole applicant-appellant, who is the same in all three appeals, i.e. Hartej Singh son of late Patisar Singh, seeks disposal of the appeals in terms of a compromise arrived at between him and respondent No. 5 in RSA No. 21, respondent No. 3 in RSA No. 22 of 2007 and respondent No. 1 in RSA No. 23 of 2007, i.e. Sakinder Singh son of late Patisar Singh (his brother). The contest is actually only between the appellant and respondent Sakinder Singh, with the Punjab State Electricity Board having been impleaded through different officers in RSA No. 21 of 2007, for the reason that the appellant was seeking an injunction against the Board prohibiting it from allotting a separate electricity connection to respondent Sakinder Singh.

A copy of the compromise deed dated 09.04.2016 has been annexed along with each of the applications moved in these three appeals.

Learned counsel for the contesting respondent does not dispute the same and in fact submits that two sons of the appellants have also executed affidavits dated 03.09.2016, which he has produced in Court today, also admitting to the compromise arrived at between the appellant and Sakinder Singh on 09.04.2016 and further stating that they have no objection to the said compromise, which is accepted by each of them.

Learned counsel submits that the original affidavits may be taken on record.

Accordingly, the affidavits of Hardeep Singh, son of Hartej Singh and Harinder Pal Singh, son of Hartej Singh, both dated 03.09.2016, are taken on record as Marks A and B.

A perusal of the compromise deed shows that the terms of the compromise have been given in paragraph 2 thereof, which is reproduced hereinunder:-

“(a) That the party No. 2 (Sakinder Singh) will execute transfer deed in favour of party No. 1 (Hartej Singh) pertaining to more land so that the party No. 1 (Hartej Singh) would get total 80 kanal. In the name of Hartej Singh already 33 kanal of land situated at village Narainpura @ Shekhpura at Sirhind City and Khasra No. 29//7(6-14), 29//8/2 (2-9), 29//9/2(2-9), 29//10/2(1-7), 29//10/2 (3-8), 29//2/1(7-7), 29//13 (8-0), 29//14 (4-16), 29//17/1(0-8), 29//18/1 (0-12), kite no. 10 Area 37 Kanal 10 Marla situated at Sirhind and area 3//1(5-9), 3//19(3-14), 3//10(8-0), 3//11 (8-0), 3//12(5-18), 3//19(7-0), 3//20/1 (4-0), kite 7 area 41 kanal 11 marla situated at village Narainpura @ Shekhpura and the remaining land measuring 19 marla will be completed from land compromised in khasra No. 28//10 (5-12), 28/1/1 (1-7), 28//11/2 (6-11), 28//12/1 (1-11), 28//20/1 (0-12), 29//6/1 (0-4), 29//6/2 (7-9), 29//15/1 (1-2), 29//15/2(5-15), 29//16/1(0-13), 29//337(0-14), kitte 11 area 31 kanal 10 marla situated at Sirhind. That from the aforesaid area more land would be transferred in the name of Hartej Singh and the area 80 kanal would be completed. Aforesaid 80 kanal area would be completed from the land (ancestral, self acquired by Patisar Singh), it is mentioned here that Hartej singh (Party No. 1), as pr his sweet will agreed to get 80 kanal land in his favour, which is adjoining to his land. Parties would be bound by

the same.

(b) Party No. 1 (Hartej Singh) would not file any case/claim pertaining to the total land/ancestral land/self purchased/through allotment or any other type against party No. 2 Sikander Singh in any Court. And will not file any police complaint pertaining to this. The LR of party No. 1 (Hartej Singh) will also agreed with this compromise.

(c) That one House No. 362, which is situated within Lal Dora in ward No. 14, Sirhind City, Tehsil and District Fatehgarh Sahib, the detail whereof is as under:-

East- Jeet Singh etc. and School,

West- Devi Dayal,

North- Land of Lal Baba Biram Das Ji

South- Rasta

This house is Joint property of the both the parties. The party No. 2 Sikander Singh will transfer his share in this house in the name of party No. 1 Hartej Singh.

(d) That in the aforesaid property there is one agricultural motor connection, which is in the name of Kamal Deep Singh son of Sakinder Singh, Account No. AP-33/635, which is situated in PBHP at Sirhind City. This motor connection would be transferred by Kamal Deep Singh (Party No. 1) in the name of Hartej Singh. In relation to transfer of motor connection, whatever documents, affidavit etc. would be required, the same would be executed by both the parties.

(e) That one agricultural motor connection account No. D-263, which is running in the name of Patisar Singh, son of Jeevan Singh at Sirhind City, having 7.5 HP. This would be transfer by party No. 1 Hartej Singh in the name of Party No. 2 Sikander

Singh. Regarding transfer of motor connection, the necessary documents, i.e. affidavits etc. would be executed by the parties.

(f) That both the parties would not file any case each other in any Court and not file any police complaint against each other. Both the parties have entered into compromise in the presence of elders as per their sweet will and agreed to withdraw the pending cases.

(g) That as per the compromise if any good and bad land would be transferred, then any party will have no objection on that because the compromise has been executed just to resolve all the dispute.”

In view of the fact that the contesting parties to these appeals have compromised the matter, these three applications are allowed.

RSA Nos. 21, 22 and 23 of 2007

In view of the order passed in the aforesaid three applications, the appeals are disposed of in terms of the compromise arrived at between the parties.

The parties shall remain bound by the terms of the compromise.

Decree sheets be drawn up accordingly in each of these appeals.

**(AMOL RATTAN SINGH)
JUDGE**

September 21, 2016
nitin

Whether speaking/reasoned

Yes

Whether Reportable

No.