

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

**RSA No.3995 of 2011 (O&M)**

**Date of Decision: 27.05.2016**

**Dayal Chand (now deceased through  
his LRs and others**

**.....Appellants**

**Versus**

**Naresh Kumar and others**

**....Respondent**

**CORAM: HON'BLE MR. JUSTICE DARSHAN SINGH**

Present: Appellants with Mr.N.C Kinra, Advocate.

Respondent No.1 with Mr. Saurabh Garg, Advocate.

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**Darshan Singh, J.(Oral)**

**CM No.5812-C of 2016**

CM is allowed. Annexures C-1 and C-2 are taken on record.

**RSA No.3995 of 2011 (O&M)**

The parties have compromised the matter. Their statements have been recorded. Respondents-Naresh Kumar, Yogesh Kumar, Minakshi, Sudesh Kumari have made the joint statement that they have compromised with appellants Jai Pal, Rishi Pal, Mahavir and Ramesh Chand. The written compromise is Ex.C1. This compromise has been effected between Naresh Kumar and Jai Pal etc. Yogesh Kumar, Sudesh Kumari and Minakshi are the witnesses to the compromise. They have seen the compromise Ex.C1 which bears their signatures/thumb impressions. The compromise is accepted to be correct. Naresh Kumar

and Jai Pal and others have also entered into the written compromise Ex.C2 dated 22.4.2016 which bears the signatures of Naresh Kumar. As per this compromise, the dispute regarding Booth No.7 Anaaj Mandi, Ladwa between the parties has been settled. Respondents No.1 to 4 have received a total sum of Rs.27,50,000/- in full and final settlement of their claim. Now they have no right, title or interest with respect to Booth No.7, Anaaj Mandi, Ladwa. They accept the conveyance deed dated 22.4.1997 executed by Marketing Board in favour of appellants-Jai Pal, Rishi Pal, Mahavir and Ramesh Chand to be legal and valid. As per this compromise, the present appeal may be allowed. Judgments and decrees passed by the learned Civil Judge, Kurukshetra dated 3.6.2009 and 1.8.2011 passed by the learned Additional District Judge, Kurukshetra be set aside. The suit filed by Naresh Kumar may be deemed to have been dismissed as withdrawn in terms of the written compromises Ex.C1 and C2.

2. Appellants-Jai Pal, Rishi Pal, Mahavir and Ramesh Chand have also made the joint statement that they have compromised with the respondents. Written compromises are Ex.C1 and C2 which bear their signatures. The compromises are accepted to be correct. The present appeal may be allowed as per the written compromises Ex.C1 and C2. The suit filed by Naresh Kumar may be dismissed as withdrawn.

3. In view of the compromise Ex.C1 and C2 placed on record and the statements made by both the parties, the matter has been compromised between the parties amicably. Respondents No.1 to 4 have received a sum of Rs.27,50,000/- in full and final satisfaction of their claim towards Booth No.7, Anaaj Mandi, Ladwa. They have also accepted that

the conveyance deed dated 22.4.1997 executed by the Marketing Board in favour of the appellants shall be legal and valid and the present appeal is to be allowed. The suit filed by Naresh Kumar is to be dismissed as withdrawn.

4. Thus, the present appeal is hereby allowed in terms of the written compromise Ex.C1 and C2 as well as the statements made by the respondents in the Court. The impugned judgments and decrees dated 3.6.2009 passed by the learned Civil Judge (Jr. Division), Kurukshetra and 1.8.2011 passed by the learned Additional District Judge, Kurukshetra are hereby set aside and suit filed by respondent No.1 Naresh Kumar shall be deemed to have been dismissed as withdrawn.

5. The written compromise Ex.C1 and C2 will form the part of the decree and decree-sheet be prepared accordingly.

**May 27, 2016**

**ps**

**(DARSHAN SINGH)**

**JUDGE**