

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

**R.S.A No. 2492 of 2014(O&M)**

**Date of decision :02.08.2016**

**Gurbachan Singh**

**.....Appellant**

**Versus**

**Kulwinder Singh**

**.....Respondent**

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

Present: Appellant-Gurbachan Singh with  
Mr. M.K.Garg, Advocate  
for the appellant.

Harphool Singh son of respondent Kulwinder Singh  
with Mr. N.K.Manchanda, Advocate.

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**DARSHAN SINGH, J. (Oral)**

1. The present case was referred to the Mediation and Conciliation Centre of this Court for amicable settlement. The report has been received from the Mediation and Conciliation Centre of this Court that the matter has been amicably settled between the parties as per the settlement agreement dated 29.07.2016 which is signed by the appellant and his counsel and by Mr. N.K.Manchanda, Advocate, learned counsel for the respondent and Harphool Singh son of respondent-Kulwinder Singh. The operative/relevant part of the said agreement reads as under:-

“1. The appellant-Gurbachan Singh shall pay a consolidated amount of Rs. 70,000/- (Rupees Seventy Thousand Only) to respondent-Kulwinder Singh in full and final settlement of entire claim including principal as well as interest. With the payment of above amount of Rs. 70,000/- (Rupees Seventy Thousand Only) Kulwinder Singh shall not be entitled to claim or recover any amount in respect of the promisory note (pronote) regarding which the present proceedings are pending.

2. It has been agreed between the parties that the appellant-Gurbachan Singh shall pay the agreed amount of Rs. 70,000/- (Rupees Seventy Thousand Only) in the Hon'ble High Court either on 02.08.2016 when the present RSA is fixed for hearing or on any other date fixed by the Hon'ble High Court or before 31.08.2016 whichever is earlier.

3. The parties have further agreed that the status of the execution which is pending before the learned Executing Court shall not be changed by the parties during the period from 02.08.2016 to 31.08.2016 the payment of agreed amount of Rs. 70,000/- (Rupees Seventy Thousand Only) in the Hon'ble High Court.

4. xxxxx

5. The parties have further agreed that in case the appellant-Gurbachan Singh do not makes the payment of agreed amount as agreed above, the respondent-Kulwinder Singh shall be entitled to pursue and to get the decree dated 06.04.2013, subsequently upheld by learned First Appellate Court vide decree dated 18.02.2014. The parties have further agreed that after payment of agreed amount both parties shall make statement or file affidavit in the learned Executing Court regarding satisfaction of the decree in question and for its final closure.”

2. It has been stated at bar that the appellant-Gurbachan Singh has paid Rs. 70,000/- in cash today in the Court to learned counsel for the respondent. This fact has also been admitted by Harphool Singh, the son of respondent-plaintiff Kulwinder Singh, who is present in the Court and has acknowledged the receipt of the said amount. So, the plaintiff has paid the consolidated amount of Rs. 70,000/- as per the terms and conditions of the settlement agreement dated

29.07.2016. Thus, the matter stands amicably settled between the parties.

3. Consequently, the impugned decrees passed by the learned Courts below are hereby modified in terms of the settlement agreement dated 29.07.2016. The settlement agreement dated 29.07.2016 shall form the part of the decree and the present appeal stands disposed of accordingly.

4. As the present appeal has been disposed of as a result of compromise dated 29.07.2016 before the Mediation and Conciliation Centre of this Court, so the court fees affixed by the appellant is ordered to be refunded as per rules.

**02.08.2016**

S.khan

**(DARSHAN SINGH)  
JUDGE**

Whether speaking/reasoned : Yes/No

Whether Reportable : Yes/No