

HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CWP No.11505 of 2015 (O&M)

Date of Decision: 11.12.2017

Gurdial Chand

... Petitioner

VS.

Director, Land Records Punjab & Anr.

... Respondents

CORAM: HON'BLE MR.JUSTICE SURYA KANT

HON'BLE MR.JUSTICE SUDHIR MITTAL

Present: Mr. Anil Dutt, Advocate for the petitioner

Ms. Anu Pal, AAG Punjab

Mr. Atul Goyal, Advocate for respondent No.2

SURYA KANT, J. (Oral)

(1) The controversy in this case pertains to the passage which the petitioner wanted for access to Khasra No.228. The petitioner wanted a passage of 2 karam width out of khasra No.231 which is owned by respondent No.2. The total land to be utilized for the passage is 54 sq.yards and to compensate respondent No.2 in lieu thereof, the petitioner agreed to give 108 sq.yards land to respondent No.2. Both being cousin brothers, the matter was referred to Mediation and Conciliation Centre of the High Court to amicably resolve the controversy.

(2) The Mediation & Conciliation Centre has reported and is so stated by learned counsel for the parties also that the dispute has been amicably resolved as per the settlement arrived at between the parties on 08.12.2017 which is placed on record. The settlement is signed by both the parties as well as their learned counsel. The salient features of the compromise/settlement are as follows:-

“a) It has been agreed between the parties that second

party-Mohinder Pal shall give land measuring 1 Marla 7

Sarsai (11 Feet Breadth and 44 Length) in the west side of Khasra No.231 to first party/petitioner Gurdial Chand within two months from today. The first party/petitioner Gurdial Chand has agreed to give land measuring 5 Marlas 3 Sarsai in the east side of Khasra No.228 to Mohinder Pal-second party/respondent No.2 in lieu of the above-mentioned land of 1 Marla 7 Sarsai within two months from today. First party/petitioner Gurdial Chand shall also give Rs.25,000/- to the second party/respondent No.2 Mohinder Pal. As per the present settlement, the first party/Gurdial Chand has paid the settled amount of Rs.25,000/- (Rupees Twenty Five Thousand only) by way of Cheque No.004296 dated 08.12.2017 drawn on State Bank of India, Jalandhar Cantonment, Church Road, Jalandhar to the second party Mohinder Pal today in the Mediation Centre, which is received by the second party. Photo copy of the cheque is attached herewith.

b) That the parties in dispute have agreed to approach the Revenue Authorities for demarcation of the land as mentioned above at the earliest.

c) Both the parties have agreed to rectify their revenue record as per this settlement/agreement.

d) It has been further agreed between the parties that both the parties shall make a joint request to the Hon'ble Court for disposal of /decision of present Writ Petition in terms of the present settlement.

e) It has been further mutually agreed by both the parties that if any complaint/case is pending before any competent Court of Law/Authority, which is not in the knowledge of either of the parties or has escaped their attention shall also be withdrawn by them.”

(3) The settlement also bears the acknowledgement of respondent No.2 regarding receipt of ₹ 25000/- vide Cheque No.004296 dated 08.12.2017 drawn on State Bank of India, Jalandhar Cantonment, Church Road, Jalandhar.

(4) The writ petition is accordingly disposed of in terms of the settlement dated 08.12.2017. The order passed by Director Land Records, Punjab dated 08.04.2015 stands modified in terms of the settlement. Needless to say that the parties shall abide by the terms and conditions of the above-mentioned settlement.

(5) Ordered accordingly.

(Surya Kant)
Judge

11.12.2017
vishal shonkar

(Sudhir Mittal)
Judge

1. Whether speaking/reasoned?
2. Whether reportable?

Yes
No