

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

CWP No.21132 of 2015
Date of decision : 05.05.2017

Jasbir Singh and another

...Petitioners

Versus

State of Punjab and others

...Respondents

CORAM: HON'BLE MR. JUSTICE AMIT RAWAL.

Present: Mr. H.S. Kathpal, Advocate for
Mr. Parvez Chugh, Advocate for the petitioners.

Mr. Yatinder Sharma, Addl. A.G. Punjab.

Mr. Kunal Dawar, Advocate for respondent Nos.4 to 6.

AMIT RAWAL, J. (Oral)

In pursuance to the order dated 02.05.2017 passed by this Court, whereby this Court had made endeavour under Section 89 of Code of Civil Procedure for arriving at compromise between the parties as litigation has been sensitized owing to the filing of the petition under Maintenance and Welfare of Parents and Senior Citizens Act, 2007 against private respondent Nos.4 to 6 who are none else but the daughter-in-law i.e. wife of Late Harjit Singh son of petitioner No.1 and grand daughter and grandson. It is unfortunate that Harjit Singh son of Jasbir Singh husband of respondent No.4 and father of respondent Nos.5 and 6 has died at an early age.

With the assistance of the counsels and the effort being made

by this Court, parties have arrived at compromise and the terms and conditions of the compromise is enumerated as under:-

Jasbir Singh Walia and Paramjit Kaur are owners of property i.e. House No.438-B, Bhai Randhir Singh Nagar, Ludhiana having 50% share each (hereinafter called the “First Party”)

Karamjit Kaur, Honey Kaur and Prabhjot Singh i.e. daughter-in-law, grand daughter and grandson of “First Party” (hereinafter called the “Second Party”).

1. “First Party” and “Second Party” have agreed that the aforementioned property be sold in open market and the maximum price be fetched. Both the parties shall be at liberty to bring the buyer in order to get the maximum price. The share of the “Second Party” has been determined to the extent of 25% as there is another son of “First Party”.

2. Both the parties have agreed that market value of the property is ₹2,00,00,000/-. By assessing the value of ₹2,00,00,000/-, the “Second Party”, if the property is sold for a sum of ₹2,00,00,000/-, shall get ₹50,00,000/- and another ₹10,00,000/- from the “First Party”. In case the aforementioned property is sold at a higher rate, “Second Party” shall get 25% of the extra amount fetched. Both the parties shall make sincere efforts in selling the property particularly the “First Party”, so that the controversy between the parties is resolved as early as possible within a certain period of four months from today.

3. Till such time, “Second Party” who is in occupation of Second floor of the premises shall continue to stay but shall vacate the premises as and when date of execution and registration of the sale deed occasioned, in

essence, “First Party” and “Second Party” shall hand over the keys to the prospective buyer in order to avoid any controversy with regard to the possession.

Both the parties had set their hands together after understanding the aforementioned contents of the compromise without any pressure and coercion from any corner. In case any of the parties deviate from the undertaking given in the aforementioned compromise, they shall be hauled up in the proceedings under the Contempt of Courts Act.

Let statement of both the parties be recorded.

Accordingly, present writ petition stands disposed of.

Let entire exercise be done within a period of four months from the date of receipt of certified copy of the order.

05.05.2017

Pawan

**(AMIT RAWAL)
JUDGE**

Whether speaking/reasoned:-

Yes/No

Whether reportable:-

Yes/No