

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

RSA No.3013 of 2009(O&M).

Date of Decision: 20.01.2017.

Bala Devi and others

....Appellants.

VERSUS

Balwant Singh

....Respondent.

CORAM: HON'BLE MRS. JUSTICE SNEH PRASHAR.

Present: Mr. S.S. Dinarpur, Advocate for
Mr. Ranjit Saini, Advocate for the appellants.

Mr. J.S. Chahal, Advocate for the respondent.

SNEH PRASHAR, J.

The appeal has been received back from the Mediation and Conciliation Centre of this Court with the report that the parties have amicably settled all disputes between them. A written settlement/ agreement has been recorded.

Learned counsel for the appellants contends and learned counsel for the respondent concedes to his submission that the instant appeal be allowed in terms of the written settlement/ agreement arrived at between the parties which was reduced to writing in presence of the parties and their counsels and was duly signed/thumb marked by them. The terms and conditions, on which the parties had arrived at a compromise, are recorded in Para No.7 of the settlement/ agreement which are as under:-

matter on the following terms and conditions:-

(a) that the property in dispute i.e. land measuring 8 Kanals being 160/4902 share of land measuring 245 Kanals 2 Marlas bearing Khewat No.4, Khatoni No.65 to 70, Khasra Nos.4//24, 5//25, 8/5, 6, 15/1, 15/2, 16, 25, 9//5, 6, 22, 9/24, 9/25, 3, 4, 11/1, 12//5/2, 59, 4//22, 9//23, 7, 13, 14, 18, 4//23, 9/8, 17, 16, 9//2, 9, 12, 19, 20, 21, 4/21, 9//1, 10, 11, Kitas 39 situated within revenue estate of village Hiran Chhappar, H.B. No.167, Teh. Jagadhri, vide Jamabandi for the year 1993-94 has been given to the appellants/ first party by the second party/respondent. After today the appellants/ first party shall be absolute owner in possession of the above-mentioned land i.e. land in dispute and the Agreement to sell dated 14.06.1999 of the above mentioned land i.e. the Agreement in dispute is hereby declared null and void.

(b) That the second party/respondent has no objection, if the judgments and decrees 14.02.2016 passed by the Civil Judge, (J.D.), Jagadhri and judgment and decree dated 27.03.2009 passed by the Addl. District Judge, Yamuna Nagar at Jagadhri be set aside by this Hon'ble High Court in terms of this compromise.

(c) As per the provisions of Section 16 of Court Fees Act, any settlement done within the ambit of Section 89 of CPC, the parties can claim refund of court fee. In view of this compromise, both the parties can claim the refund of court fee deposited by them in respective courts (i.e. Civil Judge (Jr.

Divn.), Addl. District Judge and Hon'ble High Court) as per the procedure.”

In view of above terms and conditions of the settlement, the instant appeal is allowed. The said terms and conditions are made part of this order. Both the parties shall be entitled to refund of the Court fee deposited by them in the Court of Civil Judge (Junior Division), Additional District Judge as well as in this Court as per provisions of Section 16 of the Court Fees Act.

(SNEH PRASHAR)
JUDGE

20.01.2017.
jitender sharma

Whether speaking/ reasoned : **Yes/ No**

Whether Reportable : **Yes/ No**