

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

RSA No.2695 of 2011(O&M)

Date of Decision:-20.09.2017

Paras Ram.

.....Appellant.

Versus

Lachman (deceased) through Lrs & Ors.

.....Respondents.

CORAM:- HON'BLE MR. JUSTICE JASWANT SINGH

Present:- Mr. Tribhuwan Dahiya, Advocate for appellant-Plaintiff.

Mr. Anil Ghanghas, Advocate for Lrs of respondent nos.1 & 3.

Respondent no.2 proceeded ex-parte
vide order dated 09.07.2015.

JASWANT SINGH, J.(ORAL)

Plaintiff is in second appeal challenging the judgment and decree dated 24.7.2002 passed by the learned Civil Judge(Jr. Divn.), Gohana whereby his suit for declaration that he was owner in possession of the agricultural land fully detailed in the headnote of the plaint having exchanged it with a residential plot with the defendants was dismissed; as also to the judgment and decree dated 11.08.2004 passed by the learned Additional District Judge, Sonapat whereby the appeal against the trial Court decree was dismissed on the ground of limitation.

Along with the present appeal application bearing **CM No.7317**

-C of 2011 for condonation of delay of 06 years and 165 days has been

filed, which stands condoned vide order dated 26.10.2016 while referring the matter for settlement before the Lok Adalat.

During the proceedings before the Lok Adalat a written compromise deed dated 19.05.2017 was placed and taken on record vide order dated 24.5.2017.

It transpires that since the modification of the decree was required, the matter was referred back to the Court vide order dated 09.08.2017 passed by the learned Lok Adalat.

On the previous date of hearing on 4.9.2017 following order was passed:-

“ It is agreed that the appellant/plaintiff and all the respondents including Rameshwar (respondent No.2), who has been proceeded ex parte, have entered into a compromise, vide Compromise Deed dated 19.05.2017 before the Lok Adalat of this Court. The present appeal thus has to be allowed in terms of the said compromise by setting aside the concurrent judgments, passed by both the Courts below.

It transpires that by inadvertent mistake, the appellant/plaintiff has not affixed his signatures on the Compromise Deed, however, the defendants, who have to forego their rights, have acknowledged the said compromise including Rameshwar (ex parte respondent No.2). Learned Counsel for the parties pray for short adjournment.

Adjourned to 20.09.2017.

”

At the time of hearing today affidavit dated 12.09.2017 of Paras

Ram plaintiff has been sought to be placed on record by way of **CM**

No.11706-C of 2017. Copy of the same furnished to the counsel opposite.
CM allowed. The said affidavit dated 12.09.2017 of Paras Ram-plaintiff is taken on record.

In the affidavit Paras Ram-plaintiff has acknowledged the contents of the terms and conditions of the compromise deed dated 19.05.2017. He has undertaken to be bound by the terms and conditions thereof.

On the other hand, it is evident that all the respondents/defendants including their Lrs have affixed their signatures on the compromise deed acknowledging the contents thereof.

Counsel for the parties are agreed that present appeal has to be allowed in terms of the compromise deed dated 19.05.2017.

In view of the aforesaid agreed stand, present appeal is allowed and the impugned judgment and decrees are set aside and the suit of the plaintiff is decreed in terms of the compromise deed dated 19.05.2017. Parties shall be bound by their respective stand. Decree sheet be prepared accordingly.

(JASWANT SINGH)
JUDGE

September 20, 2017
Vinay

<i>Whether speaking/reasoned</i>	<i>Yes/No</i>
<i>Whether Reportable</i>	<i>Yes/No</i>