

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

(1) Regular Second Appeal No.2344 of 2013 (O&M)

Gurdial Singh and another

..... Appellants

Versus

Gurdayal Singh and another

..... Respondents

(2) Regular Second Appeal No.3696 of 2013 (O&M)

Gurdayal Singh

..... Appellant

Versus

Jarnail Singh and others

..... Respondents

Date of Decision: 21.11.2017

CORAM: HON'BLE MR. JUSTICE JASWANT SINGH

Present: Mr. Kanwaljit Singh, Senior Advocate assisted by
Mr. Abhishek Bajaj, Advocate
for the appellants (in RSA No.2344 of 2013) and
for respondent Nos.2 and 3, subsequent vendees
(in RSA No.3696 of 2013).

Mr. Parminder Singh, Advocate
for the appellant (in RSA No.3696 of 2013) and
for respondent No.1, vendor (in RSA No.2344 of 2013).

Mr. Vikram Dhakla, Advocate
for respondent No.2 (in RSA No.2344 of 2013) and
for respondent No.1, plaintiff (in RSA No.3696 of 2013).

JASWANT SINGH, J. (Oral)

This common order shall dispose of both the aforesaid regular
second appeals.

Respondent/plaintiff-Jarnail Singh filed Civil Suit No.179 of 2005 for specific performance of the agreement to sell dated 31.01.2002 and 31.05.2005. Learned Civil Judge (Sr. Divn.), Safidon (Jind), vide judgment and decree dated 29.03.2011 dismissed the suit of the plaintiff on the ground that the agreement to sell was not proved and the defendants were *bona fide* purchasers.

The appeal of the plaintiff was accepted vide judgment and decree dated 06.05.2013, passed by learned Additional District Judge, Jind, whereby the decree dated 29.03.2011, passed by learned trial Court was set aside and the suit of the plaintiff for specific performance was decreed *in toto*. Hence, the aforesaid two appeals filed, one by the vendor/original owner of the suit land and the other by the subsequent vendees.

During the course of previous hearings, the parties were referred for mediation and they have arrived at settlement vide a written settlement deed dated 01.11.2017, available at **Flag 'A'** with the report dated 03.11.2017 of the Director, Mediation & Conciliation Centre of this Court.

In the written compromise deed, it has been agreed that on payment of a sum of Rs.18 Lakhs in the shape of demand drafts/cheques to the respondent/plaintiff, the suit of the plaintiff itself shall be dismissed.

At the time of hearing, learned Counsel for the defendants/appellants have handed over a sum of Rs.18 Lakhs to the plaintiff-Jarnail Singh by way of demand drafts/cheques, who is present in Court and duly identified by learned Counsel for the parties. The details of the demand drafts/cheques are fully enumerated in Para 6 (c) of the aforesaid written deed dated 01.11.2017.

Learned Counsel for the respondent/plaintiff has no objection if the present appeals are allowed and the impugned judgment and decree(s) are set aside and suit of the plaintiff is dismissed in terms of the compromise.

In view of the aforesaid agreed stand, both the present appeals of the defendants/appellants are allowed in terms of the compromise deed dated 01.11.2017. Decree sheet be prepared accordingly.

Disposed of in the above terms.

November 21, 2017
Gagan

(JASWANT SINGH)
JUDGE

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