

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

(1) RSA No.291 of 2016 (O&M).
Decided on:-07.03.2017.

Israil and another

.....Appellants.

Versus

Sanjay Parkash.

.....Respondent.

(2) RSA No.4447 of 2015 (O&M).

Farook and another

.....Appellants.

Versus

Jagdish Chand.

.....Respondent.

(3) RSA No.1511 of 2016 (O&M).

Haroon.

.....Appellant.

Versus

Rajender Parshad.

.....Respondent.

CORAM: HON'BLE MR. JUSTICE HARI PAL VERMA.

Present:- Mr. Keshav Partap Singh, Advocate
for the appellants.

Mr. Gaurav Gupta, Advocate
for the respondent(s).

HARI PAL VERMA, J. (ORAL)

This order shall dispose of the aforementioned three regular second appeals as the same are interlinked and interconnected with each other.

The regular second appeal i.e. RSA No.291 of 2016 has been filed by the appellants-defendants, namely, Israil and Farook against the judgment and decree dated 17.07.2015 passed by learned Additional District Judge, Palwal whereby the appeal filed by the respondent-plaintiff, namely, Sanjay Parkash against the judgment and decree dated 28.01.2013 passed by learned Additional Civil Judge (Senior Division), Hodal, was allowed.

Another regular second appeal i.e. RSA No.4447 of 2015 has been filed by the appellants-defendants, namely, Farook and Israil against the judgment and decree dated 06.05.2015 passed by learned Additional District Judge, Palwal whereby the appeal filed by the respondent-plaintiff, namely, Jagdish Chand against the judgment and decree dated 28.01.2013 passed by learned Additional Civil Judge (Senior Division), Palwal, was allowed.

Similarly, the regular second appeal i.e. RSA No.1511 of 2016 has been filed by the appellant-defendant, namely, Haroon against the judgment and decree dated 17.11.2015 passed by learned Additional District Judge, Palwal whereby the appeal filed by the respondent-plaintiff, namely, Rajender Parshad against the judgment and decree dated 28.01.2013 passed by learned Additional Civil Judge (Senior Division), Palwal, was allowed.

For convenience and clarity as well as to avoid repetition of facts, the detailed order is being passed in ***RSA No.291 of 2016*** titled as ***Israil and another Versus Sanjay Parkash.***

Learned counsel for the appellants states that vide order dated 08.09.2016 passed by this Court, the matter was referred to the Mediation and Conciliation Centre of this Court for amicable settlement.

The aforesaid order dated 08.09.2016 reads as under:

“Learned counsel for the parties state that the matter may be referred to the Mediation and Conciliation Centre to explore the possibilities of some amicable settlement.

So, the present case is referred to the Mediation and Conciliation Centre of this Court for amicable settlement.

The parties are directed to appear before the Mediation and Conciliation Centre on 04.10.2016.

Report be awaited for 07.11.2016.”

In compliance of the aforesaid order, the parties have appeared before the Mediation and Conciliation Centre of this Court and the matter has been settled between the parties on 03.11.2016. As per the terms of the agreement, the parties have agreed that an amount of Rs.12 lakhs shall be paid by the appellants-defendants in the following manner/schedule:

- i. Rs.1,00,000/- (Rupees One Lakh only) in the shape of demand draft payable in the name of respondent Sanjay Parkash in the Hon'ble High Court on or before 15.12.2016.*
- ii. The balance amount of Rs.11,00,000/- (Rupees*

Eleven Lacs only) shall be paid by the appellant in the shape of demand draft on or before 31.05.2017.

- iii. The parties have further agreed and accepted that till the final payment of entire agreed amount Rs.12,00,000/- (Rupees Twelve Lacs only), none of the party shall attempt to change the status of present cases. Both the parties undertake to make a joint request to the Hon'ble High Court seeking an adjournment in order to facilitate the schedule of payment. The parties further make it clear themselves that irrespective of the date fixed by the Hon'ble High Court for the final disposal of the case, the date of payment of balance amount i.e. 31.05.2017 shall be final.*
- iv. The parties have further agreed and accepted that the respondent shall not press for the execution of the decree dated 17.11.2015 and the same shall be withdrawn as satisfied after the payment of entire amount of Rs.12,00,000/- (Rupees Twelve Lacs only).*
- v. The parties have further agreed that in case any of the parties backs out from the present compromise the other party shall have the right to pursue the case as per Law.”*

Learned counsel for the appellants has handed over three bank drafts of Rs.1,00,000/- each to learned counsel for the respondents in the Court today, as per the terms laid down in the compromise dated 03.11.2016.

Learned counsel for the appellants states that the appellants are

required to make balance payment of Rs.11 lakhs each in all the three cases on or before 31.05.2017 and the appellants shall adhere to the terms and conditions in letter and spirit.

Learned counsel for the respondents has not disputed the terms of the settlement arrived at between the parties before the Mediation and Conciliation Centre of this Court.

Accordingly, the present regular second appeals are disposed of at this stage with a direction to the appellants-defendants to make the balance payment of Rs.33 lakhs in all the three cases i.e. Rs.11 lakhs in each case on or before 31.05.2017.

It is made clear that in case the appellants fail to honour the terms of settlement in any manner, the present appeals shall be liable to be dismissed and the respondents-plaintiffs shall be at liberty to execute the impugned judgments and decrees passed by the lower appellate Court in their respective cases.

Photocopy of this order be placed on the file of other connected cases.

March 07, 2017
Yag Dutt

(HARI PAL VERMA)
JUDGE

Whether speaking/reasoned: Yes

Whether Reportable: No