

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

(1)

**RSA No. 1564 of 2014 (O&M)
Date of Decision: 15.05.2017**

Surinder Kumar and others

..... Appellants

Versus

Smt. Jatinder Kaur and others

..... Respondents

AND

(2)

**RSA No. 1565 of 2014 (O&M)
Date of Decision: 15.05.2017**

Tej Bhan

..... Appellant

Versus

Smt. Jatinder Kaur and others

..... Respondents

CORAM: HON'BLE MR. JUSTICE HARI PAL VERMA

Present: Mr. Amit Jain, Advocate
for the appellants (in RSA No. 1564 of 2014) and
for respondent Nos. 3 to 5 (in RSA No. 1565 of 2014).

Mr. Ajaivir Singh, Advocate
for the appellant (in RSA No. 1565 of 2014) and
for respondent No. 3 (in RSA No. 1564 of 2014).

Mr. A.P.S. Sandhu, Advocate
for respondent No. 1-Smt. Jatinder Kaur
(in RSA Nos. 1564 & 1565 of 2014).

None for respondent No. 2-Smt. Mohinder Kaur
(in RSA Nos. 1564 & 1565 of 2014).

HARI PAL VERMA, J. (ORAL)

**CM No. 5214-C of 2017 in RSA No. 1564 of 2014 and
CM No. 6258-C of 2017 in RSA No. 1565 of 2014**

Both applications filed under Order 23 Rules 1 & 3 of
C.P.C. read with Section 151 of C.P.C., are for placing on record the
compromise deed dated 03.04.2017 entered between the parties as

Annexure A-1, as also allowing/disposing the appeal(s) in terms of the

said compromise deed.

For the reasons set out in the applications, the same are allowed and the compromise deed dated 03.04.2017 (**Annexure A-1**) is taken on record.

Registry to paginate/place the applications at appropriate place in the paper book.

In view of compromise, learned counsel for the parties state that they have no objection, if the date of hearing of the case is preponed from 12.07.2017 and be fixed for today itself so as to dispose of the appeals in the light of compromise so arrived at between the parties.

With the consent of parties, the date of hearing is preponed and appeal listed on 12.07.2017 taken up for today i.e. **15.05.2017.**

MAIN CASE(S)

This common order shall dispose of both the aforementioned appeals seeking setting aside the judgments and decrees passed by the Courts below.

In RSA No. 1564 of 2014, appellants-defendant Nos. 2, 3 & 4 (Surinder Kumar, Smt. Sushma Seethi and Vijay Kumar, respectively,) and in RSA No. 1565 of 2014, appellant-defendant No. 1 (Tej Bhan) have preferred their respective appeals against the judgment and decree dated 24.12.2013 passed by learned Additional District Judge, Amritsar, whereby their appeal filed against the judgment and

decree dated 14.11.2011 passed by learned Civil Judge (Junior Division), Amritsar, was dismissed.

Respondent No.1-plaintiff (Smt. Jatinder Kaur) had filed the suit for possession by way of specific performance of agreement to sell dated 24.11.1995- regarding property bearing No. 574, Basant Avenue, Amritsar, total measuring 840 square yards measuring 401.34 meters bounded as North: Plot No. 581, South: 60' Road, East: Plot No. 573, West: Plot No. 575 out of Khasra No. 160, 161, 185, 225 min situated at Basant Avenue Scheme of Amritsar Improvement Trust.

Learned counsel appearing for the appellants has submitted that while the present appeals were pending consideration before this Court, the parties have entered into a compromise. Accordingly, a compromise deed dated 03.04.2017 (**Annexure A-1**) has been reduced into writing between the parties. As per the compromise deed dated 03.04.2017 (**Annexure A-1**), respondent No. 1-plaintiff (Smt. Jatinder Kaur) is required to be paid a total sum of Rs. 40 lacs. In terms of the compromise deed (**Annexure A-1**) so entered into between the parties, a *lumpsum* amount of Rs. 40 lacs as final settlement would be paid to respondent No. 1-plaintiff (Smt. Jatinder Kaur). A sum of Rs. 10 lacs has already been paid on the date on which the compromise was executed, whereas the remaining amount of Rs. 30 lacs has been paid in Court today by way of State Bank of Patiala's Demand Draft No. 325001, dated 11.05.2017. A photocopy of the said demand draft is produced in Court, which is taken on record.

Learned counsel appearing for respondent No. 1-plaintiff, on instructions from his client, states that she (Smt. Jatinder Kaur) is a signatory to the compromise deed dated 03.04.2017 (**Annexure A-1**) and has been paid the agreed amount and also she does not claim any right or interest whatsoever against the appellant(s).

In view of the aforesaid compromise deed dated 03.04.2017 (**Annexure A-1**), wherein the parties have settled the dispute, nothing more survives for adjudication in the present case, accordingly, both appeals stand disposed of in terms of the said compromise deed.

May 15, 2017

'dk kamra'

**(HARI PAL VERMA)
JUDGE**

Whether Speaking/reasoned	Yes/No
Whether Reportable	Yes/No