

RSA No. 1679 of 2014 (O&M)
Date of decision: 22.11.2017.

Varinder Kaur and others ...Respondents

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Mr. S.K. Arora, Advocate
for respondent No.4.

1. This order disposes of the above noted two appeals.
2. To put the record straight Mr. S.D.Sharma, learned counsel has referred to the judgment of the Supreme Court in Gurpreet Singh Vs. Chatur Bhuj Goel; AIR 1988 SC 400 pointing out the remarks in paragraph No.10 in order to emphasize that when the parties agree to compromise the dispute, the lawful agreement must be in writing and signed by the parties and there must be a complete agreement between

them. Paragraph No. 10 of the Judgment read as follows:

“10. Under R.3 as it now stands, when a claim in suit has been adjusted wholly or in part by any lawful agreement or compromise, the compromise must be in writing and signed by the parties and there must be a completed agreement between them. To constitute an adjustment, the agreement or compromise must itself be capable of being embodied in a decree. When the parties enter into a compromise during the hearing of a suit on appeal, there is no reason why the requirement that the compromise should be reduced in writing in the form of an instrument signed by the parties should be disposed with. The court must therefore insist upon the parties to reduce the terms into writing.”

3. It is for this reason that the learned senior counsel has insisted on appearance of the parties in compromise before the Court at the hearing for disposal of the appeal in terms of the compromise in writing, appended to the application and marked as Annexure A-1.

4. The parties are present in Court and have been duly identified by their counsel. The compromise out of court will govern the relationship between the parties in the future and they will be bound by the terms of the compromise.

5. Accordingly, the appeals are disposed of and the decree is modified in terms of the compromise dated 21.09.2017. The findings of the Courts below are rendered otiose and ineffective and this Court expresses no opinion thereon except to say that the disputes in the suit

have been settled by the parties themselves. Decree sheet be prepared in terms of the compromise.

6. Since this Court has not determined the appeals on merits by adjudication, the appellants may apply for refund of court fee affixed thereon as per law.

(RAJIV NARAIN RAINA)
JUDGE

November 22, 2017

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Whether speaking/reasoned : Yes
Whether reportable : No

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

RSA No. 1835 of 2014 (O&M)

Date of decision: 22.11.2017.

Parvinder Kaur alias Paramjit Kaur
versus

...Appellant

Varinder Kaur and others

...Respondents

CORAM : HON'BLE MR. JUSTICE RAJIV NARAIN RAINA.

Present : Mr. Ankush Singla, Advocate and
Mr. Ravish Bansal, Advocate
for the appellant(s).

Mr. S.D. Sharma, Senior Advocate with
Ms. Ved Priya Malik, Advocate
for respondent Nos. 1 & 2.

Mr. S.K. Arora, Advocate
for respondent No.4.

RAJIV NARAIN RAINA, J. (ORAL)

For detailed order, see order of even date in RSA No. 1679
of 2014 Rowaldeep Kaur @ Rubaljeet Kaur Vs. Varinder Kaur and
others.

(RAJIV NARAIN RAINA)
JUDGE

November 22, 2017

kv

Whether speaking/reasoned : Yes
Whether reportable : No