

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

Sr. No.101

RSA No.1772 of 2014

Date of decision: 08.08.2017

Sahib Kaur and another

...Appellants

versus

State of Haryana and others

...Respondents

CORAM: HON'BLE MR. JUSTICE DEEPAK SIBAL

Present: Mr. J.S. Mehndiratta, Advocate
for the appellant.

Mr. P.K. Jangra, Addl.A.G., Haryana.

Mr. P.S. Poonia, Advocate
for respondent No.3.

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DEEPAK SIBAL, J. (Oral)

On 18.01.2017, on joint request of counsel for the parties, the matter was referred to Mediation & Conciliation Centre of this Court.

As per the report of the Mediator dated 07.04.2017, the dispute between the parties has been amicably settled and an agreement between them has been arrived at on the following terms:-

“1. That it has been understood and agreed between the parties that the pensionary/retiral benefits arising on account of death of Rajesh Kumar Rathi who is the deceased/husband of appellant No.1, father of appellant No.2 and son of the second party, would be shared by the first party i.e. the widow and son of deceased Rajesh Kumar Rathi on the one side and second party i.e. the mother of the deceased Rajesh Kumar Rathi on the other side, in equal proportion i.e. in the ration of 50:50.

2. *That it has been further understood and agreed between the parties that both the parties would execute all the necessary documents and complete all requisite legal formalities so as to facilitate the release of pensionary/retiral benefits due on account of death of Rajesh Kumar Rathi, in favour of the first and second party in the ration of 50:50 as mentioned in para-1 hereinabove.*

3. *That it has been further understood and agreed between the parties that the entire immovable ancestral property standing in the name of the deceased Rajesh Kumar Rathi would be transferred in favour of the first party i.e. the widow and son of the deceased Rajesh Kumar Rathi for which the second party i.e. the mother of the deceased Rajesh Kumar Rathi would have no objection, whatsoever.*

4. *That it has been further understood and agreed between the parties that both the parties would execute all the necessary document and complete all requisite legal formalities so as to facilitate the transfer of immovable ancestral property standing in the name of the deceased Rajesh Kumar Rathi, in favour of the first party i.e. the widow and on of the deceased Rajesh Kumar Rathi.*

5. *That both the parties are fully and completely satisfied with the aforesaid compromise/settlement and shall not launch any further civil/criminal litigation against each other in future, in respect of the dispute involved in the present matter.*

6. *That the matter has been settled amicably and voluntarily through the process of mediation and the kind of intervention of the Hon'ble High Court without any pressure, influence, coercion or any misrepresentation.*

7. *That both the parties have agreed to abide by the*

terms and condition of the aforesaid agreement.

8. That the contents of the aforesaid compromise/settlement has been read over and explained in detail to both the parties and they have fully understood the same and found the same as correct.”

The compromise/settlement duly signed between the parties, the terms of which have been reproduced above is taken on record as Annexure 'A' and the present appeal is disposed of in terms thereof.

It is directed that the parties shall remain bound by the above settlement Annexure 'A'.

(DEEPAK SIBAL)
JUDGE

August 08, 2017

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Whether speaking/reasoned
Whether reportable

Yes/No
Yes/No