

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

Date of Decision: 22.11.2018

1. CR No.6339 of 2018(O&M)

Piara Singh and another ... Petitioners

Vs

Amrik Singh and another ... Respondents

2. CR No.6395 of 2018(O&M)

Piara Singh ... Petitioner

Vs

Amrik Singh and others ... Respondents

3. CR No.6405 of 2018

Piara Singh ... Petitioner

Vs

Amrik Singh ... Respondent

CORAM: HON'BLE MR. JUSTICE RAJ MOHAN SINGH

Present: Mr. Pavan Malik, Advocate
for the petitioners.

Mr. IPS Kohli, Advocate
for caveator/respondent No.1 (in CR No.6339 of
2018) and for caveator/respondent (in CR No.6405 of
2018).

RAJ MOHAN SINGH, J. (ORAL)

[1]. This bunch of cases was adjourned on number of

occasions in order to strike an amicable resolution of dispute between the parties who are closely related. Though proceedings before the Mediation and Conciliation Centre have failed to bring out any such compromise, but with the intervention of both the learned counsel for the parties, an amicable settlement has been arrived at between the parties during course of proceedings.

[2]. A written compromise has been produced before this Court wherein both the parties have conclusively decided their pending issues subject to the following terms and conditions:-

“1) Amrik Singh will be paid Rs.90.00 lacs by either Gurmeet Singh or Piara Singh or Surjeet Kaur jointly or independently.

2) The amount of Rs.90.00 lacs will be paid within a period of nine months from the date of compromise upon surrender of the vacant possession of the entire shed No.984.

3) The suits filed by Amrik Singh and Piara Singh will be withdrawn and the suit filed by Gurmeet Singh will be decreed for possession alone and will be dismissed qua mesne profits subject to payment of aforesaid Rs.90.00 lacs.

4) The parties will give up all their rights in any other pending or decided litigation.

5) By this compromise Amrik Singh is held entitled to Rs.90.00 lacs to be paid within 9 months upon vacating the actual physical possession and in case Rs.90.00 lacs is not paid to Amrik Singh within the aforesaid period,

Amrik Singh would be entitled to get all the cases be reopened with status as on today with compensation amount of Rs.5.00 lacs to be paid to Amrik Singh by Piara Singh, Surjeet Kaur and Gurmeet Singh jointly or severally.

6) In case the amount of Rs.90.00 lacs is tendered to Amrik Singh (after notice of at least 15 days) and he does not surrender the vacant possession then Piara Singh, Surjeet Kaur and Gurmeet Singh will be entitled to withhold the said amount without interest to be paid only upon surrender of possession. Besides, Amrik Singh will also be liable to pay Rs.5.00 lacs to Piara Singh as compensation for this default.

7) Amrik Singh undertakes to help and fully cooperate in disposal of shed No.932. Amrik Singh also undertakes to sign the proposed agreement as confirming party with the proposed person intending to take interest in shed No.932.

8) To avoid any possible future litigation, all family members including Kanwaljit Kaur and her wards along with the wards of Amrik Singh, Gurmeet Singh will submit confirmation of this compromise.”

A copy of compromise deed is taken on record.

[3]. Both the parties are present in Court. They have signed the compromise in token of confirmation.

[4]. Learned counsel for the parties have identified their respective parties. Both the parties have undertaken to abide by the terms and conditions of the compromise and further stated that the pending litigation in CR No.6395 of 2018 and CR No.6405 of 2018 be disposed of in terms of compromise.

[5]. In view of compromise, learned counsel for the petitioners does not press this revision petition.

[6]. Disposed of in terms of compromise.

[7]. A photocopy of this order be placed on the files of connected cases.

22.11.2018

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**(RAJ MOHAN SINGH)
JUDGE**

Whether reasoned/speaking

Yes/No

Whether reportable

Yes/No