

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

**CRM-M No.9153 of 2018 (O&M)
Decided on: 11.12.2018**

Neelam

....Petitioner

Versus

State of Punjab and others

....Respondents

CORAM: HON'BLE MR JUSTICE ARVIND SINGH SANGWAN

Present : Mr. M.K. Dogra, Advocate
for the petitioner.

Mr. M.S. Nagra, AAG, Punjab.

Mr. Sandeep Sharma, Advocate
for respondent No.4.

ARVIND SINGH SANGWAN, J. (Oral)

Prayer in this petition is for issuance of a direction to respondent No.2 to protect the life and liberty of the petitioner and her family members at the behest of respondent No.4.

Since, the petitioner and respondent No.4 are the real sister and brother, the matter was referred to the Mediation and Conciliation Centre of this Court for exploring the possibility of some amicable settlement.

The Mediator has submitted the report vide which a settlement/agreement is arrived at between the parties on 07.12.2018.

The operative part of the settlement reads as under:-

***“6. The following settlement has been arrived at
between the parties hereto:***

a) *That the first party and second party settled the property dispute between them through the process of mediation and it is agreed that first party – Neelam and Parneeta have no objection if the house bearing No.197, Khasra No.1833 min now Khasra No.1835 min as per revenue record with length 57 ft breadth 30 ft. total area measuring 190 sqs. Yds. bounded as on the Easter side property no.220 West Road, North property No.198 and South property No.196 situated in the area of Amritsar Urban Circular Road 100 abadi Tilka Nagar (Sunder Nagar) Tehsil and District Amritsar shall be divided in ratio as agreed between the parties that first party – Neelam and Parneeta shall be owner in possession of 83 sq. yard of above mentioned house in dispute this 83 sq. yard shall include complete breadth of 30 ft. of total area 190 sq. yards (front side) towards 16 ft. street on Northern side and similarly Meenu Sachdeva wife of Jagdish Kumar (duly authorised by her to Jagdish Kumar Sachdeva – husband) copy of authority letter enclosed herewith, shall be owner in possession of 107 sq. yard towards the backside of the above mentioned house of 190 sq. yard opening towards the 8 ft. road on west side.*

b) *It is further agreed between the parties that the first party shall be responsible to done the measurement in presence of the Architect/Valuer concerned and relatives/friends i.e. Dr. S.S. Bedi (Mobile No.9872722320) or Mr. Knawaljeet Singh (Mobile No.9417107872) of second party strictly in accordance with agreed share as mentioned above para-A.*

c) *It is further agreed between the parties*

that the first party shall hand over the peaceful possession of 107 sq. yard as mentioned above after partition and measurement in presence of the relatives/friends as mentioned above on or before 30.04.2019 to the second party. The first party shall construct the wall on their own expenses as agreed either 4.5 inches in their area or if not feasible then 9 inches common wall occupying area of both the parties in equal share and first party shall have a right to claim cost of 9 inch common wall from the occupier of portion of second party if they use the common wall in future if they construct any room by using that wall. The remaining portion of 107 sq. yard as agreed shall be handed over by the first party to the second party without any major structural changes peacefully.

d) It is further agreed between the parties that the first party and second party shall be bound by the above partition and either of the party shall not back out from the above mentioned settlement. If any party back out from the present settlement then the other aggrieved party would be at liberty to launch/file any litigation to claim damages or avail any other remedy to execute the present settlement.

e) It has been further agreed between both the parties that either of the party shall not file any litigation Civil or Criminal against each other regarding the above mentioned property.

f) It is further agreed between the parties that both the parties shall withdraw all type of litigation filed against each other stated to have been filed defamation case against each other and one partition suit pending in trial Court at Amritsar in view of the present compromise/settlement.

g) *It is further agreed between the parties that the first party-Neelam has not objection if the CRM-M-9153 of 2018 be dismissed as withdrawn in view of the present settlement/compromise.*

7. *By signing this Agreement the parties hereto state that they have no further claims or demands against each other with respect to the suit/claim/proceedings filed by them and all the disputes and differences in this regard have been amicably settled by the parties hereto through the process of Conciliation/Mediation and shall not institute any other case against each other with reference to the present dispute.”*

Counsel for the State has filed reply of the Assistant Commissioner of Police, North, Amritsar City today in the Court and as per the reply, after recording the statement of the petitioner, her complaint was filed.

In view of the above, no further action is required.

Disposed of accordingly.

The parties shall remain bound by the terms and conditions of the award passed by the Mediator.

(ARVIND SINGH SANGWAN)
JUDGE

11.12.2018
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Whether speaking/reasoned	Yes/No
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Whether reportable:	Yes/No
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