

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

CM No.13431-C of 2018 in/and
RSA No.2922 of 2013 (O&M)
Date of Decision : 17.12.2018.

Parkash

...Appellant

Versus

Kanwar Singh and others

....Respondents

CORAM : HON'BLE MR. JUSTICE B.S.WALIA

Present: Mr. Rohit Jindal, Advocate for
Mr. Sunil Nehra, Advocate for the appellant.

Mr. Chetan Slathia, Advocate and
Mr. Gagandeep Rana, Advocate for the respondents.

B.S.WALIA, J. (Oral)

1. Application is under Section 151 CPC for disposal of the Regular Second Appeal in view of compromise dated 17.08.2018 (Annexure A-1) entered into between the parties.

2. Notice was issued in the aforementioned application. In response thereto, learned counsel for the respondents appears and confirms compromise (Annexure A-1) having been executed by the parties and of the no objection of the respondents to the disposal of the appeal in accordance with the terms and conditions of compromise dated 17.08.2018.

3. It needs noticing here that civil suit filed by the respondents-plaintiffs for specific performance of agreement to sell dated 17.12.1998, was decreed by the learned lower Court, and the appeal filed by

the appellant-defendant was dismissed by the learned First Appellate Court.

Now, the parties have entered into a compromise on the following terms:-

1. First party has already paid in full the amount qua the agricultural land measuring 40 Kanals 4 Marlas to the extent of 1/2 share comprising khewat No.219, Khatoni No.332, vide jamabandi for the year 1994-95 and vide jamabandi for the year 1999-2000 comprising khewat No.246, Khatoni No.353, total measuring 80 Kanals 8 Marlas, situated in the revenue estate of village Sai, Tehsil and District Bhiwani to one Smt. Sheela and second party now will not claim with respect to the property detailed above.
2. Second party has no objection if the first party disposes off or transacts or deals in any other manner as he pleases with respect to the property detailed above i.e. agriculture land measuring 40 Kanals 4 Marlas to the extent of 1/2 share comprising khewat No.219, Khatoni No.332, vide jamabandi for the year 1994-95 and vide jamabandi for the year 1999-2000 comprising khewat No.246, Khatoni No.353, total measuring 80 Kanals 8 Marlas, situated in the revenue estate of village Sai, Tehsil and District Bhiwani.
3. That the second party has no objection if RSA No.2922 of 2013 titled as 'Parkash and Kanwar Singh and others' is allowed by this Hon'ble Court and the judgment and decrees passed by the learned Lower Courts in favour of the second party are set-aside.
4. That presently the possession of the property in question is with the first party and now there would be no claim of second party on the suit land as mentioned above.

5. That a full and final settlement has been arrived between the parties with the intervention of the society and this compromise is being entered with full senses and no threat or coercion of any body.
6. That the present compromise has been entered between the parties out of their own free will and without there being any duress, coercion or pressure from any quarter and they would be bound by the same for all times to com.
7. That now from the date of the compromise the Second Party will have no claim on the suit property as detailed above and in future neither the Second Party or their legal heirs will make any claim with regard to the suit property.
8. That in case any of the parties hereto violates the terms and conditions of the present compromise deed, the aggrieved party would be at liberty to initiate legal action (civil as well as criminal) against the defaulting party as per law.
9. That the matter has been settled and the both the parties would be liable to make statements with regard to the compromise entered into before any Court of law.
10. That both the parties would be bound to appear and make statement before the Hon'ble High Court with regard to the factum of compromise.
4. The compromise further records that w.e.f. the date of compromise, the second party i.e. respondents-plaintiffs would have no claim on the suit property and in view thereof neither the second party nor their legal heirs

would make any claim with regard to the suit property. Affidavits of both the parties duly attested are taken on record as Mark-A and Mark-B.

5. In the light of the position as noted above, the application is allowed subject to all just exceptions and Regular Second Appeal is disposed of in terms of compromise dated 17.08.2018 (Annexure A-1). Decree sheet be drawn accordingly.

(B.S.WALIA)
JUDGE

17.12.2018.
rajesh.k.khurana

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