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

**CM No.15080-82-C of 2018 in/and
RSA No.4814 of 2015 (O&M)
Date of Decision: 16.11.2018**

KARAMJIT SINGH

.....Petitioner

Vs

SURJIT SINGH & ORS

....Respondents

CORAM: *HON'BLE MR. JUSTICE RAJ MOHAN SINGH*

Present: Ms. Jatinder Jit Kaur, Advocate and
Mr. Ishpuneet Singh, Advocate
for the petitioner.

Mr. Aman Dhir, Advocate
for respondent No.1.

RAJ MOHAN SINGH, J. (Oral)

CM No.15080-C of 2018

For the reasons mentioned in the application, the same
is allowed and the accompanying documents (Annexures A-1
and A-2) are taken on record.

CM Nos.15081 & 15082-C of 2018

Prayer made in these applications is for preponment of
date of hearing of the present appeal for its disposal in terms of
compromise dated 23.09.2018 (Annexure A-1).

Applications are allowed. Main case is taken up today

for final disposal in view of the aforesaid compromise.

RSA No.4814 of 2015 (O&M)

[1]. Appellant is in Regular Second Appeal against the concurrent judgments and decrees passed by the Courts below.

[2]. Brief facts of the case are that the plaintiff-Surjit Singh filed a suit for possession, recovery and permanent injunction against Karamjit Singh, Punjab National Bank and The Kapurthala Central Co-operative Bank.

[3]. After due service defence of defendant No.1 Karamjit Singh was struck off. As per stand taken by defendant No.2- Punjab National Bank, defendant No.1 being owner of the land in question has already discharged the liability towards the Bank and nothing was due from him against the mortgaged property.

[4]. The aforesaid suit was ultimately decreed vide judgment and decree dated 29.04.2013 and following relief was granted by the trial Court :-

“14. Keeping in view the findings given on the above said issues, the suit of the plaintiff succeeds and is hereby decreed with costs for the specific performance of the agreement to sell in dispute and defendant No.1 to execute the sale deed within 3 months in favour of the plaintiff after receiving the balance sale consideration which shall be subject to any encumbrance of the defendants bank. Decree sheet be prepared accordingly. File complete in all respect be consigned to the Judicial Record Room, Kapurthala.”

[5]. Against the aforesaid judgment and decree passed by the trial Court, defendant No.1-Karamjit Singh preferred an appeal which was dismissed by the lower Appellate Court vide judgment and decree dated 28.05.2015.

[6]. Aggrieved by the aforesaid judgment and decree passed by the lower Appellate Court, present RSA No.4814 of 2015 was filed by defendant No.1/appellant. Notice of motion was issued on 13.03.2018.

[7]. During pendency of aforesaid appeal, the parties have resolved their differences by entering into a compromise dated 23.09.2018. The terms and conditions of the said compromise are reproduced hereasunder:-

“1. The dispute between the parties arising out of the present lis has been settled upon the payment of money by the party of the Second Part to the party of the First Part.

2. Upon payment of the said settled amount, the party of the First Part shall give up all his rights arising out of the agreement to sell dated 02.05.2008 subject matter of the present lis.

3. The settled amount as per the terms of the compromise has been paid by the party to the second part to the party of the first part.

4. The party of the First Part shall not have any objection if the judgment and decree dated 29.04.2013 passed by the Court of Civil Judge (Senior Division), Kapurthala as well as the judgment and decree dated 28.05.2015 passed by the Court of District Judge,

Kapurthala are set aside and a judgment and decree is passed by the Hon'ble Punjab and Haryana High Court in terms of the present compromise.

5. *That the party of the First Part and party of the Second Part shall sign all pleadings, documents and appear before any Court as required for giving effect to the terms of the present compromise.*

6. *That all disputes, not only limited to the present lis, arising between the party of the first part and party of the second part have been settled and as the payment of the settled amount has been made by the party of the second part to the party of the first part, there is no dispute or dues pending between the parties as on 23.09.2018 and as such have agreed to not initiate any litigation or proceeding against each other.*

7. *That there is no ill will between the parties to the present compromise.*

8. *That both the parties shall abide by all the terms and conditions of this compromise.”*

[8]. Evidently, in view of aforesaid compromise, decree holder Surjit Singh has received the amount from the judgment-debtor/defendant No.1 towards full and final settlement of his claim arising out of agreement to sell dated 02.05.2008 which was bone of contention between them.

[9]. The settled amount has already been paid to the first party i.e. decree-holder. The first party, decree-holder has no objection in case judgments and decrees of the Courts below are set aside and the present appeal is allowed in terms of the compromise dated 23.09.2018.

[10]. Appellant-Karamjit Singh and Jaswant Singh father and Special Power of Attorney of respondent No.1-Surjit Singh are present in-person and have been identified by their respective counsel. Their separate statements have also been recorded in the aforesaid context.

[11]. In view of above, the judgments and decrees passed by the Courts below are hereby set aside and the present appeal is allowed in terms of the compromise dated 23.09.2018 (Anneuxre A-1) which shall form part of the decree.

[12]. Both the parties would remain bound by the terms and conditions of the compromise.

November 16, 2018

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Whether speaking/reasoned

Whether reportable

(RAJ MOHAN SINGH)
JUDGE

Yes/No

Yes/No