

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

CM Nos.12504-05-C of 2018 in/and
RSA No.1396 of 2018 (O&M)
Date of Order : 09.08.2018

Gurmeet Singh

...Appellants

Versus

Dhanna Singh and another

...Respondents

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

Present: Mr. M.S. Virk, Advocate for the appellant.

B.S.WALIA, J. (ORAL)

1. Civil Suit was filed by the appellant-plaintiff for permanent injunction for restraining the respondents-defendants permanently from interfering in the peaceful possession of the appellant-plaintiff over the land comprised in Khewat No.5//5, Khatoni No.9, Rect. No.119, Killa No.2 (7-7), 3 (6-19), 13 (7-12), Rect. No.149, Killa No.9 (8-0), 11/1 (5-14), total land measuring 35 Kanals 12 Marlas and khewat No.817//755, Khatoni No.963, Rect. No.149, Killa No.10(7-12), 2/1 (6-0), Rect. No.150, Killa No.6/1 (1-8), 7 (8-0), 14/1 (4-0), total land measuring 27 Kanals 0 Marla and Khewat No.1358, Khatoni No.1580, Rect. No.119, Killa No.8 (7-12), 9 (8-0), 12 (8-0), Rect. No.150, Killa No.15/1/1 (2-9), 15/1/2 (4-11), 15/2 (0-8), total land measuring 31 Kanals 12 Marlas situated in village

Kariwali, Tehsil Rania, District Sirsa, as per jamabandi for the year 2006-2007.

2. The civil suit was dismissed by the learned Civil Judge (Junior Division), Ellenabad, vide judgment and decree dated 03.12.2015. Appeal filed against the judgment and decree of the learned Civil Judge (Junior Division), Ellenabad, was dismissed by the learned Addl. District Judge, Sirsa, vide judgment and decree dated 28.10.2017, whereafter the instant Regular Second Appeal was filed against the judgments and decrees of the learned Courts below. During the pendency of the appeal, an application has been filed for placing on record compromise dated 25.07.2018 and affidavits dated 06.08.2018 as Annexures A-2 to A-4, respectively. For the reasons as are mentioned in the application, the same is allowed and copy of compromise deed dated 25.07.2018 is taken on record as Annexure A-2 while copies of affidavits of Dhanna Singh S/o Labh Singh and Gurjeet Singh S/o Dhanna Singh are taken on record as Annexures A-3 and A-4 respectively. However, during the course of arguments, original compromise deed and affidavits as referred to above have been produced in open Court. The same are admitted to be the original of Annexures A-2 to A-4 and thus, taken on record.

3. Another application under Order 23 Rule 3 read with Section 151 of Code of Civil Procedure for disposing of the Regular Second Appeal in view of the settlement/compromise has also been filed.

4. Notice in the appeal as well as in the said application. Mr. Gorav Kathuria, Advocate, has accepted notice and put in appearance on behalf of the respondents and filed his power of attorney. The same is taken

on record. Learned counsel for the respondents confirms compromise having been entered into between the parties as also the respondents have no objection to the disposal of the appeal on the basis of settlement in terms of compromise dated 25.07.2018 i.e. Annexure A-2 and affidavits (Annexures A-3 and A-4) by setting aside the judgment and decree dated 03.12.2015, passed by the learned Civil Judge (Junior Division), Ellenabad and judgment and decree dated 28.10.2017, passed by the learned Addl. District Judge, Sirsa.

5. A perusal of the compromise dated 25.07.2018 (Annexure A-2) reveals that the parties have entered into a settlement qua the entire dispute including the land in question by reducing the terms and conditions in writing and the appellant and his wife Kulwinder Kaur have decided to part ways on payment of Rs.55 Lakh as permanent alimony by the appellant to his wife Kulwinder Kaur and that in furtherance of the compromise, the appellant and Kulwinder Kaur had also filed a petition by way of mutual consent under Section 13-B of the Hindu Marriage Act before learned Addl. District Judge, Sirsa, where payment of Rs.25 Lakh has been made to Kulwinder Kaur and statement of the parties at first motion has been recorded and the case is pending. At this stage, learned counsel for the parties state that the aforesaid petition was listed for hearing yesterday i.e. 08.08.2018 and second motion statement of the parties was recorded and the balance amount of Rs.30 Lakh which was agreed to be paid by the appellant has also been paid by the appellant to Kulwinder Kaur and that in terms of the compromise dated 25.07.2018 (Annexure A-2) it has been agreed between the appellant and the respondents i.e.

father and brother of Kulwinder Kaur that land in dispute measuring 94K-4M which is the subject matter of decree under challenge in the present appeal which is admitted ownership of the appellant will remain in the possession of the appellant and the respondents shall not claim any right with regard to the land in dispute nor would the respondents have any objection if the appeal is decided in favour of the appellant. Affidavits of the respondents in respect thereto dated 06.08.2018 Annexures A-3 and A-4 taken on record would be read as part and parcel of this order. Since, the entire dispute between the parties has been settled and the terms and conditions of the promise have been reduced into writing vide compromise Annexure A-2 and affidavits (Annexures A-3 and A-4), judgment and decree dated 03.12.2015, passed by the learned Civil Judge (Junior Division), Ellenabad and judgment and decree dated 28.10.2017, passed by the learned Addl. District Judge, Sirsa are set aside. The suit is decreed on the basis of compromise deed Annexure A-2. Decree sheet be drawn up accordingly.

6. Appeal is allowed in the light of the position as noted above.

August 09, 2018

rajesh.k.khurana

**(B.S.WALIA)
JUDGE**

Whether speaking/reasoned : Yes/No

Whether Reportable : Yes/No