

In the High Court of Punjab and Haryana at Chandigarh

205

RSA No. 4778 of 2014 (O&M)

Date of decision: 1.12.2018

SUDARSHAN SINGH

.....petitioner

Versus

GURMEJ SINGH

.....respondent

CORAM: HON'BLE MR. JUSTICE RAJ MOHAN SINGH

Present: Mr. Kanwaljit Singh, Sr.Advocate with
Mr.Ajaiveer Singh, Advocate,
for the appellant.

Mr.Sukesh Inder Sadiura, Advocate for
Mr.K.S.Dhillon, Advocate
for the respondent.

RAJ MOHAN SINGH, J.(oral)

This appeal has been preferred by the defendant against the concurrent judgements and decrees passed by the Courts below decreeing the suit of the plaintiff-respondent Gurmeij Singh (now deceased through LR's.).

During pendency of the present appeal, parties have amicably resolved their dispute by way of compromise deed dated 23.3.2018. Gurmeij Singh died during pendency of the appeal and his legal representatives i.e. widow Daljit Kaur, two sons, namely Varinder Singh and Ravinder Singh and two

daughters, namely, Manpreet Kaur and Navpreet Kaur, have entered into compromise.

Suit for specific performance was filed by the plaintiff on the basis of agreement to sell dated 29.7.2013 in respect of house measuring 81 sq.yards bearing No. B-XXI-600, consisting of one hall, stairs on the ground floor and one room on the first floor comprising in khasra Nos. 46, 47, 48 and 49 as per jamabandi for the year 1994-95 situated at Taraf Kazi, Hadbast No.173, now known as Industrial Area-B, Ludhiana.

The suit was decreed by the trial Court and the defendant remained un-successful before the lower Appellate Court. Thereafter, defendant preferred the present appeal in this Court. Notice of motion was issued on 30.4.2015 and status quo regarding the suit property was also granted.

In view of the compromise between the parties, an amount of ₹ 14,50,000/- has been handed over by the appellant to Mediator Gurpreet Singh Khurana, payable to the legal representatives of plaintiff-respondent Gurmej Singh. As per the compromise, the said amount was payable only after disposal of the appeal in terms of the compromise.

Today, both the parties are ad idem that the mediator has already paid the aforesaid amount to the legal representatives of Gurmej Singh. Ravinder Singh, son of Gurmej Singh, who is present in Court, has also acknowledged the

aforesaid fact.

Relevant terms and conditions as contained in para Nos.6 and 7 of the compromise are to the following effect:-

“6. That whereas now with the intervention of respectables, compromise has been effected between the parties to the present compromise in regard to the suit property, wherein party to the first part has agreed to pay an amount of Rs.14,50,000/- in favour of party to the second part being only the legal heirs of late Gurmej Singh and party to the second part shall relinquish all their rights in regard to the suit property and in regard to agreement to sell dated 29.7.2003 and slao shall suffer statement before Hon'ble Punjab and Haryana High Court or before the trial Court or executing court in regard to the present compromise and shall not get the mutation sanctioned of the property in regard to already executed sale deed in favour of late Gurmej Singh and shall relinquish all their rights in regard to agreement to sell dated 29.7.2003 and in regard to the judgments passed by the trial Court i.e. Court of Sh.Ranjeev Kumar, ACJ, SD, Ludhiana dated 16.10.2013 and order of appellate court of Sh.Sarabjit Singh Dhaliwal, Additional District Judge, Ludhiana

dated 7.7.2014 and shall get passed a decree on basis of compromise before Hon'ble Punjab and Haryana High Court relinquish all their rights qua the suit property.

7. That party to the first part has given an amount of Rs.14,50,000/- to the mediator and he shall hand over the same to party of the second part after passing of judgment of compromise and thereafter, the party to the second part shall not claim any title over the suit property nor shall file any litigation before any competent court, thereafter.”

On receipt of aforesaid payment, the legal representatives of Gurmej Singh would have no subsisting right and interest in the suit property and the consequence of sale deed No. 2669 dated 23.5.2014 has to be nullified as the possession remained with Sudarshan Singh, but till date mutation has not been sanctioned in favour of legal representatives of Gurmej Singh.

Sudarshan Singh is present in person in Court along with his counsel. Ravinder Singh, son of Gurmej Singh, is also present in Court along with his counsel. Their statements are being separately recorded as a token of confirmation to the aforesaid compromise.

For the reasons mentioned hereinabove, this appeal

is allowed. Impugned judgments and decrees passed by the Courts below are set aside on the basis of compromise. The compromise shall form part of the decree.

December 01, 2018
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(RAJ MOHAN SINGH)
JUDGE

Whether reasoned/Speaking

Yes/No

Whether reportable

Yes/No