

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

223

CR-2437-2017(O&M)

Date of Decision : July 10, 2019

BAIKUNTH NATH SHARMA

.....Petitioner

VERSUS

HARSH SHARMA

.....Respondent

CORAM: HON'BLE MS. JUSTICE NIRMALJIT KAUR

Present : Mr. Gaurav Sethi, Advocate
for the appellant.

Mr. Siddharth Gupta, Advocate
for the respondent.

NIRMALJIT KAUR, J. (Oral)

CM-14221-CII-2019

Affidavits of Usha, Sanjay Kumar and Suresh Kumar are
taken on record.

CM stands disposed of.

CR-2437-2017(O&M)

The plaintiff-respondent had filed an application for passing
final judgment and decree on the basis of preliminary decree and
judgment dated 28.3.2011 passed by the Civil Judge (Jr. Divn.), Ambala
City, which was decided in favour of the respondent vide judgment and
decree dated 28.1.2016 titled as **Harsh Sharma** vs. **Baikunth Nath
Sharma** and the appeal challenging the said judgment and decree was
dismissed vide judgment and decree dated 7.1.2017 passed by the
Appellate Court, Ambala.

During the pendency of the present petition, the matter has been compromised. Copy of the compromise deed dated 12.2.2019 has been placed on record as Annexure P-8.

In view of the said compromise, learned counsel for the parties have no objection, if the present petition is disposed of in terms of the said compromise and the judgment and decree dated 28.1.2016 passed by the Civil Judge (Jr. Divn.), Ambala in Civil Suit No.98-Misc./2012-2013 titled as Harsh Sharma vs. Baikunth Nath Sharma, is modified in terms of the same.

When the matter was taken up on 1.7.2019, it was adjourned to enable the counsel for the parties to file affidavits of other legal heirs as well as the the respondent. Today the affidavits of all other legal heirs, who are already on record have been placed on record while the affidavit of respondent-Harsh Sharma alongwith CM has been placed on record today. The respondent-Harsh Sharma is also present in the Court.

In view of the statements made by learned counsel for the parties as also taking into account that the affidavits filed by all the parties concerned, this Court is satisfied that the matter has been amicably settled between the parties and the compromise deed is a genuine compromise. Accordingly, this Court has no inhibition in disposing of the present revision in terms of the compromise dated 12.2.2019 placed on record as Annexure P-8. The relevant part of the compromise and the terms of the compromise reads as under:-

The terms of the compromise deed

“This compromise deed is executed on this 12th day of February, 2019 at Ambala between Smt. Harash Sharma wife of late Sh. Y.R.Sharma, daughter of Shri Manohar Lal, resident of village and post office Boh, Tehsil Ambala Cantt., Distt. Ambala Haryana (hereinafter called as (First Party).

AND

Sh. B.N.Sharma son of Sh. Manohar Lal now deceased through his legal heirs namely Smt. Usha wife of Shri B.N.Sharma and Rajiv Kumar, Sanjay Sasan, Suresh Kumar all sons of late Shri B.N.Sharma, all residents of village and post office Boh, Tehsil Ambala Cantt., Distt. Ambala, Haryana (hereinafter called as IInd Party) on the following terms and conditions:-

XXX

the first party decree holder is given the land measuring 8 kanal in village Boh, Distt. Ambala comprised in khasra No. 40//13(3-4) out of which 03 kanal 2.5 marla and khasra No.40//18 (06 kanal) out of which 04 kanal 17.5 marla of land and a house of 16 marla situated in Abadi area is given to the Smt. Harsh Sharma-decree holder. In this manner, first party has relinquished her share forever to the extent of 1.5 marlas in khasra No. 40//13 and 01 kanal 2.5 marlas in khasra No.40//18 and khasra No.40//17/3 i.e. measuring 01 kanal 10 marla of land in total 02 kanal 14 marla in favour of IInd party i.e. B.N.Sharma predecessor of the IInd Party. The first party to this deed or his nominee or successor shall have no right to claim the relinquished share in respect of the land measuring 02 kanal 14 marlas as detailed above situated in village Boh, Tehsil Ambala Cantt. Distt.

Ambala in future.

That the first party has left her claim over khasra No.40//18 to the extent of 35 feet towards road side into 183 feet i.e. (35 feet X 183 feet) adjoining to khasra No.40//17/3 and over khasra No.40//13 to the extent of 32 feet X 23 feet adjoining khasra No.40//17/3. The rough site plan of the relinquished portion of the land by the first party in favour of the IInd party is shown in colour red attached in the map Annexure A which is duly signed by both parties to this compromise deed.

That now the IInd party is entitled to rest of the land measuring 11 kanal 09 marla + 02 kanal 14 marla in total of 14 kanal 03 marla left by late Sh.B.N.Sharma situated in village Boh, Tehsil Ambala Cantt. District Ambala.”

Accordingly, the judgment and decree dated 28.1.2016 is modified in the above terms. Both the parties shall be bound by the compromise deed and take necessary steps for implementation of the same.

The present revision petition is disposed of in the above terms.

(NIRMALJIT KAUR)
JUDGE

July 10, 2019
ajay-1

Whether speaking/reasoned.	:	Yes/No
Whether Reportable.	:	Yes/No