

IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH.

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RSA No.4413 of 2003 (O&M)

Date of decision:12.3.2019

Sunita Rani

... Appellant

versus

Preeti and others

... Respondents

CORAM: HON'BLE MR. JUSTICE AMOL RATTAN SINGH.

Present: Mr.R.S.Rawal, Advocate,
for the appellant
Mr.Ashish Gupta, Advocate,
for respondents no.1 to 3
Mr.Sham Lal Bhalla, Advocate,
for respondents no.4 to 6
...

AMOL RATTAN SINGH, J. (Oral)

At the outset, learned counsel for respondents no.1 to 3 has pointed out that in the second paragraph of the order of this Court dated 7.3.2019, it has been erroneously stated that respondent no.5, Shiv Kumar, though has signed the compromise deed, he is not seen to be either Party no.1, 2, 3 or 4 therein, whereas actually he is very much shown in the deed itself as one of the three persons referred to collectively as Party no.3. That contention is duly noticed and found to be factually correct.

As regards respondent no.6, Shorav son of Narinder Kumar (and Kamlesh Rani), though he is also seen to be a part of Party no.3 in the compromise deed, as already noticed in the previous order, his signature is missing from the deed itself, with learned counsel appearing for him submitting that as he does not live in India, hence his signatures could not

be obtained, though he is also actually one of the beneficiaries of the compromise.

Learned counsel for the parties are therefore *ad idem* that in view of the compromise reached between the parties, this appeal filed by the appellant, Sunita Rani, may be dismissed.

Ordered accordingly.

12.3.2019
pk

(AMOL RATTAN SINGH)
JUDGE

Whether speaking/reasoned
Whether Reportable

Yes/No
Yes/No