

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

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**CR no.1422 of 2000 (O&M)
Date of Decision: 13.03.2019**

Surjit Singh

...Petitioner

Vs.

Joginder Kaur and others

...Respondents

CORAM: HON'BLE MR. JUSTICE AMOL RATTAN SINGH

Present:- Mr. Ajay Pal Singh, Advocate, for the petitioner.
Mr. G.S. Nagra, Advocate
for applicant-respondent no.2.
Mr. G.S. Punia, Senior Advocate with
Mr. P.S. Punia, Advocate for respondents no.7 and 8.

Amol Rattan Singh, J (Oral)

Learned counsel for the parties are *ad idem* that as a matter of fact the dispute has been compromised between the parties vide a written agreement dated April 21, 2006, a copy of which has been annexed as Annexure A-1 with Civil Misc. no.6703-C of 2014.

Though learned counsel submit that the parties can be called to Court, I see no reason to do that, because it is admitted that the compromise was signed by all parties to this *lis* and therefore simply because the deed is dated 21.04.2006 (Annexure A-1 with CM no.6703-C of 2014), there would be no reason to call them because very obviously, with the application itself having been filed by the appellants in the year 2014, there would be no reason to doubt the authenticity thereof.

That being so, this appeal is allowed in terms of the compromise

deed dated 21.04.2006, with the said deed being ordered to be taken on record by way of additional evidence, even invoking jurisdiction under Order 41 Rule 27 of the CPC at the stage of second appeal, it not being a disputed document.

The judgment and decree of the learned lower appellate court is consequently set aside and that of the learned trial court (Senior Sub Judge, Ropar), dated 22.12.1995, restored.

The decree sheet be prepared accordingly, with a copy of the compromise deed to be annexed as a part of the decree to be now issued.

13.03.2019

vcgarg

(Amol Rattan Singh)
Judge

Whether speaking/reasoned : Yes

Whether reportable : No