

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

FAO No.2936 of 2006 (O&M)
Date of Decision: May 06, 2019

Raj Kumar

...Appellant

Versus

Vijay Kumar and others

...Respondents

CORAM:- HON'BLE MS. JUSTICE JAISHREE THAKUR

Present:- Mr. Mukand Gupta, Advocate
for the appellant.

Mr. Rishav Jain, Advocate
for respondent No.1.

JAISHREE THAKUR, J. (Oral)

1. This is the first appeal that has been filed by appellant-Sh. Raj Kumar seeking to challenge the order of the District Judge, Bathinda dated 09.05.2006 whereby, the objections filed by respondent No.1-Vijay Kumar to the family settlement, as entered into before the Arbitrator, has been allowed.

2. A few brief facts that require to be noticed are that appellant, respondent No.1 and respondents No.3 to 6, who are sons of respondent No.2, entered into a arbitration on account of dispute regarding the family properties. The Arbitrators partitioned the property and fastened the liabilities accordingly vide their award dated 15.10.1997, which came to be challenged by one of the brothers namely Vijay Kumar-respondent No.1.

The District Judge, without going into the question of limitation, allowed the said objections and set aside the award passed by the Arbitrators, which has led to the filing of the instant appeal.

3. Mr. Mukand Gupta, learned counsel appearing on behalf of appellant-Raj Kumar contends that the matter has been settled between the parties and he places the said Compromise Deed on the record. Along with the Compromise Deed, which is taken on record and marked as Mark-A, supporting affidavits of appellant-Raj Kumar and respondent No.1-Viay Kumar i.e. objector of the petition filed under Section 34 of the Arbitration and Conciliation Act, 1996 have been filed, which are also taken on the record and marked as Mark-B and Mark-C respectively.

4. Mr. Rishav Jain, learned counsel appearing on behalf of respondent No.1-Vijay Kumar admits to the factum of compromise entered into between the parties and acknowledges the aforesaid Compromise Deed and the affidavits placed on record by learned counsel for the appellant.

5. I have heard learned counsel for the parties and have gone through the case file.

6. As per the Compromise Deed, both the parties have agreed that the award and the settlement arrived at between the parties before the Arbitrator on 15.10.1997 is to be implemented and the parties would have no objection thereto. It is also mentioned in the Compromise Deed that both the parties would cooperate, in all manners, for the said purpose.

7. In view of the fact that both the parties have agreed to implement the award, as passed by the Arbitrators, no further orders are called for.

8. Disposed of in terms of the settlement i.e. award dated 15.10.1997 and Compromise Deed (Mark-A). Needless to say, the judgment dated 09.05.2006 passed by the District Judge, Bathinda is hereby set aside and the award of the Arbitrators is upheld.

May 06, 2019
vijay saini

(JAISHREE THAKUR)
JUDGE

Whether speaking/reasoned
Whether reportable

Yes/No
Yes/No