

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

**CM No.7953-C of 2019 and
RSA No.1413 of 2006 (O&M)
Date of decision: 01.07.2019**

Jagir Singh and others

...Appellants

Versus

Rattanjit Singh and others

...Respondents

CORAM: HON'BLE MR. JUSTICE B.S. WALIA

Present: Ms. Surabhi Kaushik, Advocate for Mr. Prateek Mahajan,
Advocate for the appellants.

Mr. Parminder Pal Singh Thethi, Advocate for respondent No.1

B.S. WALIA, J (ORAL)

Application (CM No.7953-C of 2019) has been moved under Order 23 Rule 3 CPC for disposal of the appeal in view of compromise (Annexure A-1) between the parties. Compromise (Annexure A-1) is taken on record and shall be read as an integral part of this order.

2. Brief facts of the case leading to the filing of the instant application are that plaintiff-respondent No.1-Rattanjit Singh had filed Civil Suit No.45 of 1996 for possession by way of specific performance of agreement to sell dated 10.11.1992 executed by Sulakhan Singh defendant-respondent No.2 with respect to the land measuring 33 Kanals-5 Marlas, bearing Khasra Nos.20/18/1, 20/18/2, 25/2, 33//5/1, 20//24/1, 23/1, 23/2,

20//24/2 and 21/32/1 as per jamabandi for the year 1989-90 situated in Kot Khalsa Sub Urban Tehsil and District Amritsar.

3. The plaintiff-respondents had also challenged two sale deeds dated 18.12.1992 qua land measuring 16 Kanals each executed by Kundan Singh defendant No.18 in the said suit, being attorney of defendant No.1 Sulakhan Singh, in favour of defendant Nos.2 and 3 and others in favour of Jagir Singh and Paramjit Singh, defendant-appellants. Plaintiff-respondent No.1 further challenged sale deed dated 17.6.1994 for the land measuring 3 kanals 6 marlas executed in favour of Harjinder Kaur-appellant No.2.

4. The aforementioned civil suit filed by Rattanjit Singh plaintiff-respondent No.1 was decreed by the Court of Sh. B.S. Sandhu, the then Civil Judge (Sr. Division), Amritsar, vide judgment and decree dated 19.3.2002 holding plaintiff-respondent No.1 entitled to relief of specific performance on the basis of agreement to sell dated 10.11.1992 and ignored sale deeds in favour of the defendant-appellants holding that they were having knowledge of agreement to sell and were not bona fide purchasers.

5. Civil Appeal No.70 of 2002 filed against judgment and decree dated 19.3.2002 was dismissed by the Court of Sh. Gurdev Singh, the then learned District Judge, Amritsar vide judgment and decree dated 10.2.2006.

6. Thereafter, the instant Regular Second Appeal was filed by the defendant-appellants against the judgments and decrees of the Courts below.

7. During the pendency of the appeal, compromise dated 3.6.2019 (Annexure A1) has been entered into and placed on record as Annexure A-1 as per which it has been agreed upon between the parties on the basis of an amicable settlement that Rattanjit Singh, plaintiff-respondent No.1 admits the legality and validity of sale deed dated 18.12.1992 executed in favour of

measuring 16 kanals and sale deed dated 17.6.1994 for land measuring 3 kanals 6 marlas in favour of Harjinder Kaur-appellant No.2 and that plaintiff- respondent No.1 Rattanjit Singh would not claim any right, title or interest in land covered under the aforesaid sale deeds dated 18.12.1992 in favour of Jagir Singh-appellant No.1 and Paramjit Singh-appellant No.2(ii) and sale deed dated 17.6.1994 in favour of Harjinder Kaur-appellant No.2 and further that he has no objection if the suit qua the said land measuring 19 kanals 6 marlas having khasra Nos.33//5/1, 20/24/1, 23/1, 23/2 and 20//24/2 covered under the aforesaid sale deeds be dismissed and further that in view of the compromise, the defendant-appellants would not claim any right, title or interest in the remaining land i.e. land measuring 14 kanals having Khasra Nos.20/18/1, 20/18/2 and 21/32/1 and would also have no objection if the appeal qua said land be dismissed and judgments and decrees of the Courts below qua suit land be upheld and decree qua said land be executed by the plaintiff-respondents. It has further been agreed that in so far as the amount payable to Sh. Sulakhan Singh as balance sale price of the land is concerned, the same ₹1,74,000/- which is lying deposited in the Treasury vide order dated 3.4.2000 passed by the learned Civil Judge (Sr. Division), Amritsar, can be withdrawn by Sh. Sulakhan Singh.

8. Accordingly, CM No.7953-C of 2019 and the appeal are disposed of in terms of contents of paragraph No.7 of the compromise. The judgments and decrees of both the Courts below are modified accordingly. Decree-sheet be drawn up accordingly. Sh. Sulakhan Singh is held entitled to refund of ₹1,74,000/- in terms of the compromise (Annexure A-1) which was deposited in the Treasury vide order dated 3.4.2000 passed by the learned Civil Judge (Sr. Division), Amritsar.

9. Since the appeal is disposed of in view of compromise (Annexure A-1), no separate orders are required to be passed in CM Nos.3552-3553-C of 2006 and the same are disposed of as such.

**(B.S. WALIA)
JUDGE**

**July 01, 2019
ps**

Whether speaking/reasoned:	Yes/No
Whether reportable:	Yes/No