

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

C.M. No. 9579-C of 2019 in
RSA No. 3791 of 2009 (O&M)

Date of decision : September 02, 2019

Vidya Devi

.....Appellant

Versus

Amar Chand

....Respondent

CORAM:- HON'BLE MRS. JUSTICE LISA GILL

Present: Ms. Gurpreet Kaur, Advocate
for the appellant.

Mr. Amar Chand, respondent in person.

LISA GILL, J.

Application, C.M. No. 9579-C of 2019, has been filed for deciding this appeal in terms of compromise dated 03.07.2019 arrived at between the parties.

It is submitted that this matter has been amicably resolved between the parties. Connected RSA No. 3858 of 2009 between the parties has already been disposed of in terms of the compromise on 30.07.2019. Compromise/ agreement dated 03.07.2019 is attached alongwith CM No. 9579-C-2019 as Annexure A1. Appellant – Smt. Vidya Devi accompanied by her son namely Mohinder Singh had appeared before this Court in the proceedings in RSA No. 3858 of 2009 on 30.07.2019. Today Mohinder Singh son of Vidya Devi is present in Court. She herself could not come present as she is stated to be indisposed and unable to travel. Mohinder Singh submits that he is duly authorised to make a statement on behalf of

his mother – the appellant.

Amar Chand – respondent is present in Court.

Both Mohinder Singh and Amar Chand furnished their Aadhar cards as proof of their identity. Photocopies thereof are taken on record subject to just exceptions.

Both of them submit that the matter has been amicably resolved in terms of compromise dated 03.07.2019. The relevant terms and conditions of the settlement as delineated in the compromise dated 03.07.2019 read as under:-

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5. That in pursuance to the order passed by the Hon'ble High Court in RSA No. 3858 of 2009 and RSA No. 3791 of 2009, Smt. Vidya Devi, the First Party deposited the amount of Rs. 3,00,000/- in favour of the Registrar High Court of Punjab and Haryana at Chandigarh with Bank of India, Branch Tigaon, Faridabad, vide A/c No. 673145110001175.
6. That now with the intervention of friends and relatives, the matter has been compromised between the parties. In terms of compromise it is agreed that Smt. Vidya Devi, First Party shall pay amount of Rs.6,00,000/- in total to Sh. Amar Chand, Second Party.
7. That as per the settlement RSA No. 3858 of 2009 and RSA No. 3791 of 2009 will be allowed and disposed of on the basis of compromise and suit filed by the Second Party before the Ld. Trial Court and the cross appeal filed by the Second Party before the Ld. Lower Appellate Court will be dismissed. The Second Party Sh. Amar Chand will have no claim in the suit property. Smt. Vidya Devi, the First party will be the absolute owner of the suit property i.e. Plot/House measuring 2 Marla i.e. 64 Sq. yards, admeasuring 16 Feet X 31 Feet, forming part of Khasra No.

51/16/2, situated at village Ballabgarh, Tehsil Ballabgarh, Distt. Faridabad, fully detailed in para No. 1 of the plaint.

8. That it has been agreed upon between both the parties that Sh. Amar Chand the Second Party, his nominees and Legal Representatives shall not raise any claim in future against Smt. Vidya Devi regarding the suit property.
9. That it has also been agreed upon between the parties that the amount of Rs.6,00,000/- shall be derived from the fix deposit which is lying with the Registrar of the Hon'ble High Court. If amount is below Rs.6 Lacs after full and final settlement of the FD, then the remaining amount shall be paid by Smt. Vidya Devi the First Party to Sh. Amar Chand the Second Party. If amount exceeds Rs.6 Lacs then the excessive amount will be returned by Amar Chand to Smt. Vidya Devi. However, it is crystal clear that Sh. Amar Chand is entitled to receive only Rs.6 Lacs in all from Smt. Vidya Devi.
10. That in view of the settlement, the RSA No. 3791 of 2009 titled Smt. Vidya Devi Vs. Sh. Amar Chand will be decided/disposed of being compromised.
11. That both the parties have resolved their all disputes between them and there is no ill-will between the parties and both the parties undertakes not to raise any claim/allegation against each other in future and further both the parties undertake to live peacefully in future and no proceedings shall remain pending against each other.

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It is submitted that the parties shall remain bound by the terms and conditions of the settlement and the appeal be disposed of in terms of settlement dated 03.07.2019.

At request, the appeal, which is listed at serial No. 1154 on the regular Board of this Court, is taken up for hearing today itself.

Keeping in view the facts and circumstances of the case, application is allowed and this appeal is disposed of in terms of compromise dated 03.7.2019 which needless to say, shall form a part of the decree.

September 02, 2019
rts

(Lisa Gill)
Judge

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