

**IN THE HIGH COURT OF PUNJAB AND HARYANAAT
CHANDIGARH**

Regular Second Appeal No. 4530 of 2019(O&M)

Date of Decision: December 09 , 2019.

Prabhjot Singh APPELLANT (s)

Versus

Nirmal Singh and another RESPONDENT (s)

CORAM:- HON'BLE MRS.JUSTICE LISA GILL

Present: Mr. Saurabh Singla, Advocate
for the appellant.

Mr. Puneet Kumar Bansal, Advocate
for respondent No.1/caveator.

1. Whether reporters of local papers may be allowed to see the judgment?
2. To be referred to the reporters or not?
3. Whether the judgment should be reported in the digest?

LISA GILL, J.

This appeal has been filed by the plaintiff challenging judgment and decree dated 15.07.2019 passed by the learned Additional District Judge, Ferozepur whereby judgment and decree dated 14.11.2018 passed by the learned Additional Civil Judge (Senior Division), Zira decreeing the plaintiff's suit, was set aside and suit for recovery filed by the plaintiff has been dismissed.

Learned counsel for the parties submit that the matter has been amicably settled between the parties before the Mediation and Conciliation Centre of this Court. Settlement/agreement dated 03.12.2019 is attached with this

file. The relevant terms and conditions of the settlement read as under:-

“XX XX XX XX

6. That the following settlement has been arrived at between the parties:-

- a) That Nirmal Singh will give 51-1/4 Marlas of land to Joginder Singh, Power of Attorney of Prabhjot Singh of choice of Joginder Singh, from the land owned by Nirmal Singh, situated in Village Fatehgarh Sabra, Tehsil Zira, District Ferozepur. The registry of the above-mentioned land will be done as and when decided by both Nirmal Singh and Joginder Singh, maximum by 30th April, 2020. This is the maximum time given to both the parties for registry of the above-mentioned land, they can do the needful any time before 30th April, 2020. For this matter, phone numbers of Chanan Singh (on behalf of Nirmal Singh) i.e.9855162256 and Joginder Singh i.e. 9878339745 are mentioned here for convenience of both the parties so that they can contact each other to do the needful as and when they decide to do it. Both the parties as and when they contact each other, will reach the office of Registrar, Tehsil Zira for the registry of the above-mentioned land and Nirmal Singh son of Kashmir Singh will get the land registered in name of Joginder Singh son of Rattan Singh. However, both the parties i.e. Nirmal Singh and Joginder Singh agree and understand that after this settlement/agreement, the possession of the above-mentioned land will remain with Joginder Singh from 09.12.2019 (when the case is listed before the Hon'ble High Court).
- b) Both the parties claim and state that no money has to be paid by either of the parties to each other.
- c) Apart from the present RSA No. 4530 of 2019, there is no other case pending in any Court of Law between both the parties.

In view of the above-mentioned settlement between the parties, appellant Prabhjot Singh through his Power of Attorney

Joginder Singh does not want to pursue with the present RSA any more.

d) That Joginder Singh, father of Prabhjot Singh has produced a scanned authority letter dated 22.11.2019, of Prabhjot Singh, authorising Joginder Singh to take any kind of decision in the Mediation Centre on behalf of Prabhjot Singh (son). The scanned authority letter is annexed herewith.

7. By signing this Agreement the parties hereto state that their property dispute now stands amicably and voluntarily resolved and they have no further claims or demands against each other and all the disputes and differences in this regard have been settled by the parties hereto through the process of Conciliation/Mediation and the parties shall not institute any other case against each other in future with respect to the present dispute.
8. That the parties have agreed on this settlement voluntarily and they undertake before the Hon'ble Court to abide by all the terms and conditions of the Agreement.”

Learned counsel for the parties submit that the appeal may be disposed of in terms of the said settlement.

Keeping in view the facts and circumstances as above, this appeal is disposed of in terms of the settlement arrived at between the parties. Needless to say, settlement/agreement dated 03.12.2019 shall form part of the decree.

December 09 , 2019.
'om'

(**LISA GILL**)
JUDGE

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