

227 IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CM Nos.12413-14-C-2016 in/and
RSA No.817 of 2013
Date of Decision:13.12.2019

DARSHANA RANI

...Appellant

Versus

SANDEEP KUMAR

..Respondent

CORAM: HON'BLE MR. JUSTICE DEEPAK SIBAL

Present: None for the applicant/appellant.

Mr. Virender Kumar, Advocate for
Mr. U.K.Kanwar, Advocate
for the respondent.

DEEPAK SIBAL, J. (ORAL)

The dispute between the parties was referred to Mediation and Conciliation Centre of this Court. As per report of the Mediator dated 05.12.2019, the parties have amicably resolved their dispute in the following terms:-

i) It has been agreed between both the parties that the dispute and differences pertaining to the sale of house of the first party measuring 30 ft x 30 ft i.e., 3 ¼ /160 share of total land 8 kanals comprised of Rect No.84 Killa No. 17(8-0) out of Khewat No.748/748 according to jamabandi for the year 2003-2004 situated in the Revenue Estate of Village Paincha Wali (Radha

Swami Colony) Tehsil Fazilka city has been amicably settled between both the parties and they shall have no objection if the present regular second appeal is disposed off in terms of the present settlement/agreement.

ii) That both the parties have settled the entire dispute for an amount of Rs.3,01,500/- (Three lac fifteen hundred only) {which is bifurcated in three parts Rs. 36,500/-(Thirty six thousand five hundred) + Rs. 1,05,000/- (One lac five thousand) + Rs. 1,60,000/-(One lac sixty thousand)} plus the Court Fees affixed in the present regular second appeal which the first party receives in lieu of the aforesaid house and the second party shall get the vacant possession and keys of the same in compliance of the registered sale deed with serial number 1223 dated 23.08.2016 which was got executed before Sub-registrar, Fazilka in compliance of the judgment and decree passed by the trial Court on 20.8.2010 and a photocopy of which is annexed with the present settlement agreement.

iii) Both the parties have agreed that a payment of Rs. 36,500/-(Thirty six thousand five hundred only) was paid to the first party on 27.7.2006.

iv) It has been agreed between the parties that the first party shall be entitled to withdraw the amount of Rs.

1,0,5000/- (One lac five thousand) which had been deposited by the second party in the treasury of the trial court in compliance of the judgment dated 20.8.2010 passed by the Court of Sh. Sumit Ghai, PCS, Civil Judge (Junior Division), Fazilka. The receipt pertaining to the deposit of this aforesaid amount is in possession of the second party and it has been settled that the second party shall hand over the same to the first party on 7.12.2019 at the residence of Sh. Sunil Kumar s/o Sh. Rajinder Kumar resident of House no. 447, Street no. 12, Radha Swami Colony, Fazilka.

v) It has further been agreed between the parties that an additional amount of Rs.1,60,000/- (One lac sixty thousand) shall be deposited by the second party in the savings bank account of the first party in State Bank of India with the following particulars by way of RTGS on 7.12.2019:

1. Saving Bank Account No. 37126217996

2. Customer name-Mrs. Darshna Rani

3. IFSC:SBIN0017017

4. Branch DC Complex, Fazilka

vi) It has also been agreed between the parties that after the first party has received the amount of Rs. 1,60,000/- (One lac sixty thousand only) in her aforesaid savings bank account and the receipt of Rs. 1,05,000/- (One lac

five thousand only) which was deposited by the second party in the Treasury at District Court, Fazilka is handed over to her, she shall hand over the keys as well as the vacant possession of the house in dispute to the second party on 7.12.2019 at the residence of Sh. Sunil Kumar s/o Sh. Rajinder Kumar resident of House no. 447, Street no. 12, Radha Swami Colony, Fazilka.

vii) Both the parties are in agreement that the counsel for the first party shall make a request under Section 16 of the Court Fees Act as allowed under the mediation rules to the Hon'ble High Court on the next date of hearing i.e., on 13.12.2019 to order the refund of the Court fees which has been affixed by the appellant/first party in the present RSA before the Hon'ble High Court since the settlement has been arrived at in mediation proceedings and the second party agrees that they shall not oppose the request.

viii) Both the parties have agreed that they shall not file any litigation against each other in future with regard to the present dispute and if there is any other litigation/complaint pending between the parties before any Court or Authority which has not found mention in the present settlement/agreement the same shall also be got disposed off on the basis of present settlement/agreement.”

In view of the aforesaid agreement between the parties and with the consent of counsel for the respondent, the present appeal, which was admitted on 23.05.2016, is taken on board and is disposed with a direction that the parties shall remain bound by the afore agreement dated 05.12.2019 arrived at between them.

(DEEPAK SIBAL)

December 13, 2019

JUDGE

Jyoti-1 Whether speaking/reasoned Yes/No Whether Reportable Yes/No