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IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH

RSA No.2812 of 2015 (O&M)

Date of Decision: 06.05.2019

Preeto Devi

..... Appellant

Versus

Kamla Devi @ Dalvir Kaur and others

..... Respondents

CORAM: HON'BLE MR. JUSTICE SUDIP AHLUWALIA

Present: Mr. Vishal Munjal, Advocate,
for the appellant.

Mr. Aayush Goyal, Advocate, for
Mr. Vishal Aggarwal, Advocate,
for respondents No.1 to 4.

SUDIP AHLUWALIA, J. (ORAL)

Perused Report, dated 21.02.2019, of the Mediation and
Conciliation Centre of this Court, which is at Flag 'A'.

2. Parties have compromised the dispute before the Mediation
and Conciliation Centre of this Court, and in terms of the Compromise, the
part payment to the tune of ₹50,000/- has been made by the First Party to
the Second Party to show her *bona fide*.

3. The Sub-clause (c) of Clause-6 of the Settlement/Compromise
Deed reads as follows:

*“After the appeal is allowed before this
Hon'ble Court as agreed between the parties the*

mutation will take place on the basis of Will dated 20.06.2002 in Land bearing Khewat Number 14, Khatoni Number 42, Khasra Numbers 44R, 2/2 and 19/1 measuring 8 Kanals 8 Marlas situated at Village Kathlaur, Had Bas Number 73, Tehsil Pathankot, District Gurdaspur (Now Pathankot). After the incorporation of title in favour of first party in the abovesaid property, she will sell this property and will make the balance payment of Rs.11,25,000/- (Eleven Lakhs and Twenty Five Thousand Only) to the second party Kamla Devi and her legal heirs. The said payment has to be made on or before 30.09.2019.”

4. The present appeal is, thus, allowed in view of the settlement arrived at between the parties before the Mediation and Conciliation Centre of this Court.

06.05.2019

Apurva

**(SUDIP AHLUWALIA)
JUDGE**

1. Whether speaking/ reasoned : Yes/ No
2. Whether reportable : Yes/ No