

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

RSA No.314 of 2018 (O&M)

Date of decision : 28.03.2019

Sukhpal Kaur

...Appellant

Versus

Jashandeep Kaur and another

...Respondents

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. P.S. Jammu, Advocate for the appellant.

ANIL KSHETARPAL, J. (ORAL)

Plaintiff-appellant is in the Regular Second Appeal against the concurrent findings of fact arrived at by both the Courts below dismissing the suit filed for declaration claiming that she is exclusive owner in possession of the property.

Dispute is between mother-in-law and daughter-in-law. Plaintiff-appellant is the mother-in-law whereas respondent No.1 is the daughter-in-law. Husband of respondent No.1 who was son of the plaintiff, unfortunately died on 10.09.2005. Dispute is with regard to the property left by him. Plaintiff (mother-in-law) claims that after the death of her son namely Sikander Singh, there was a settlement with the intervention of the respectable of both the village and it was agreed that on payment of ₹3,50,000/-, daughter-in-law would transfer the property in favour of the plaintiff.

It may be noted here that daughter-in-law has sold the property in favour of defendant No.2.

The deed of settlement has been examined by both the Courts below. English translation thereof has also been placed on record by the

learned counsel for the appellant in the paper book of the High Court. It is apparent that with the intervention of the Panchayat, parties agree to settle their dispute and Jashandeep Kaur had agreed to sell her share in favour of her mother-in-law i.e. plaintiff on 19.05.2006 after receiving ₹3,50,000/-. However, there is no evidence that the amount was ever paid to the daughter-in-law or it was ever tendered to her. There is further no evidence that the plaintiff visited the office of Sub-Registrar to show her readiness and willingness to honour the deed of settlement.

Learned counsel for the appellant has submitted that the amount was paid to the Mediator who was required to ensure the compliance.

Argument of the learned counsel has been considered. However, the deed of settlement/decision of Panchayat does not provide for payment to the Mediator. It is written explicitly that defendant No.1 would be paid ₹3,50,000/- and she would get the sale deed executed in favour of the plaintiff on 19.05.2006. In absence of evidence to prove that plaintiff performed her part of the settlement, the Courts have correctly dismissed the suit filed by her.

Hence, there is no ground to interfere with the concurrent findings of fact arrived at by both the Courts below.

Regular Second Appeal is dismissed.

All the pending miscellaneous applications, if any, are disposed of, in view of the abovesaid judgment.

28.03.2019
Pawan

(ANIL KSHETARPAL)
JUDGE

Whether speaking/reasoned:- Yes/No

Whether reportable:- Yes/No