

IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH.

102

RSA No.3772 of 2005 (O&M)

Date of decision:24.2.2020

Ranbir Singh

... Appellant

versus

Kirna Devi and others

... Respondents

CORAM: HON'BLE MR. JUSTICE AMOL RATTAN SINGH.

Present: Ms.Avinash Mandla, Advocate,
for the appellant
Mr.D.S.Adlakha, Advocate,
for respondent no.1.
Mr.N.S.Behgal, Advocate,
for respondent no.3.
Ms.S.K.Mamli, Advocate,
for respondent no.4.
...

AMOL RATTAN SINGH, J. (Oral)

In this second appeal, the following order had been passed on
27.1.2020:-

“This appeal has been taken up out of turn on the request of
the learned counsel appearing for respondent no.3, on the
ground that its turn is not likely to come up in the normal
course, it being listed at Sr. no.269 of the ordinary motion list.

Learned counsel submits that as a matter of fact the dispute
has been settled between the parties in mediation proceedings,
with that order having been challenged by respondent no.1 vide
Civil Misc. No.15203-C-2014, which however was dismissed
vide an order of this court (coordinate Bench) dated

10.03.2016, with that order in such application having been affirmed by the Supreme Court on 05.09.2016.

Adjourned to 24.02.2020.

In the aforesaid circumstances, to be shown in the urgent motion list.”

Today, learned counsel for the appellant, as also for respondents no.1, 3 and 4, do not deny the fact that after respondent no.1 (Kirna Devi) had challenged the settlement as was arrived at before the learned Mediator in the Mediation and Conciliation Centre of this court, that application (bearing CM No.15203-C of 2014) was dismissed by this court on 10.3.2016, after which that order was challenged before the Supreme Court by way of SLP (C) no.16071 of 2016, that petition also having been dismissed on 5.9.2016 by the Supreme Court.

Though learned counsel for the applicant in that case, i.e. respondent no.1, submits that she has not been given a fair deal, naturally, with that matter having already been adjudicated upon earlier in the aforesaid application, it cannot be now reopened.

That being so, the compromise arrived at between the parties on 9.12.2014, to which respondent no.1 is also seen to be a signatory, would be what would prevail as regards this appeal and the suit itself instituted by the appellant.

The appellant-plaintiff having sought a 3/4th share out of a 1/4th share of the total land measuring 263 kanals and 8 marlas (fully described in the first paragraph of the impugned judgment of the learned Additional Civil Judge (Senior Division), Jagadhari), as per the aforesaid settlement,

the appellant agreed to give up his claim to two 2 acres out of the suit land in favour of respondent nos.2 and 3, i.e. Saroj Bala and Bimla Devi, with him also giving up his claim to 8 kanals and 1 marla as had already been sold by him to respondent no.4, i.e. Ranbir Singh.

Consequently, this appeal is allowed to the extent of the aforesaid settlement reached, with the parties held bound by the terms thereof.

The decree sheet be prepared accordingly, with the settlement/compromise dated 9.12.2014, arrived at before the learned Mediator in the Mediation and Conciliation Centre of this court, to be made a part of the decree sheet.

The parties are left to bear their own costs.

24.2.2020
pk

(AMOL RATTAN SINGH)
JUDGE

Whether speaking/reasoned
Whether Reportable

Yes/No
Yes/No