

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

**Civil Revision No.4061 of 2019 (O&M)
Date of Decision: 26.02.2020**

Sawinder Singh

.....Petitioner

Versus

Parkash Kaur

.....Respondent

CORAM : HON'BLE MR. JUSTICE MAHABIR SINGH SINDHU

Present: Mr. Harminder Singh, Advocate for the petitioner.

Mr. Gagandeep Singh Sirphikhi, Advocate for the respondent.

MAHABIR SINGH SINDHU, J. (ORAL)

Present petition has been filed under Section 115 of the Code of Civil Procedure read with Article 227 of the Constitution of India against the impugned order dated 14.03.2019 (P-6), passed by learned Civil Judge (Junior Division), Batala, whereby the *ex parte* judgment and decree dated 08.10.2015 of that Court was set aside.

This Court, on 29.01.2020, passed the following order:-

“It has been pointed out by learned counsel for the petitioner that the matter has been amicably settled between the parties.

In view of the above, the parties are relegated to the Mediation and Conciliation Centre of this Court for 10.02.2020 for recording the compromise arrived at between them. ”

Today, it has been pointed out that the matter is amicably settled between the parties during mediation on 10.02.2020 and relevant part of the report received from the Mediator reads as under:-

“6. *The following settlement has been arrived at between the Parties hereto with regard to the following properties:*

- a) The land measuring 121 Kanals 4 Marlas i.e. Land measuring 98 Kanals 18 Marlas bearing Khara Nos. 30R/1, 2, 3, 4/1, 4/2, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15/1 situated at*

Village Khokhar, Tehsil Batala; and

- b) Land measuring 22 Kanals 6 Marlas i.e. 223/1337 share out of 133 Kanals 14 Marlas bearing Khasra No.28R/21, 22, 23/1, 29R/16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 30R/5, 37R/4, 7, 8, 13, 14 situated at Village Khokhar, Tehsil Batala, District Gurdaspur.*
- c) One residential house situated in Khasra No.30R/2.*
- d) One double storey residential house situated on the Phirni of village Khokhar, Tehsil Batala, district Gurdaspur.*
- e) One old single storey house situated within the abadi of village Khokhar, Tehsil Batala, District Gurdaspur.*
- f) One electric tubewell connection with submersible bore located/installed in Khasra No.30R/2, having electric connection in the name of late Sh. Suba Singh.*
- g) One new electric tubewell connection sanctioned in the name of late Sh. Suba Singh, which properties were originally owned and possessed by Suba Singh son of Phoola Singh, resident of village Khokhar, Tehsil Batala, District Gurdaspur.*

Since the parties are very closely related, they have settled the dispute in the following terms:

- (i) That as per the settlement arrived at between the parties, the old single storey house as referred at (e) above, within the abadi of village Khokhar is to go to the second party.*
- (ii) That as per the settlement arrived at between the parties, new electric tubewell connection sanctioned in the name of Suba Singh, which is yet to be installed as referred at (g) above, is to go second party.*
- (iii) That as per the settlement arrived at between the parties, the tubewell connection with submersible bore installed in Khasra No.30R/2 having electricity connection in the name of late Sh. Suba Singh, as referred at (f) above, is to go the first party.*
- (iv) That as per the settlement arrived at between the parties, one residential house located in Khasra No.30R/2 and the other double storey residential house located on the phirni*

of the village Khokhar referred at (c) & (d) above, is to go the first party.

(v) That as per the settlement arrived at between the parties, the parties have divided/partitioned the agriculture land fallen to their share through this compromise/settlement thereby the first party has been admitted and acknowledged as the owner in exclusive possession of (a) land measuring 22 Kanals 6 Marlas i.e. 223/1337 share out of the land measuring 133 Kanals 14 Marlas bearing Khasra No.28R/21, 22, 23/1, 29R/16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 30R/5, 37R/4, 7, 8, 13, 14 bearing Khewat No.69, Khatoni No.178, situated at Village Khokhar, Tehsil Batala, District Gurdaspur and (b) land measuring 38 Kanals 6 Marlas bearing Khasra Nos. 30R/1 (3-14), 2(8-0), 3(8-0), 4/1(4-0), 4/2(4-0), 9min Pahar(3-18), Khewat No.70, Khatoni No.179 situated at Village Khokhar, Tehsil Batala, District Gurdaspur.

Whereas the second party has been admitted and acknowledged as the exclusive owner in possession of land measuring 60 Kanals 12 Marlas bearing Khasra Nos. 30R/6 (8-0), 7(8-0), 8(8-0), 132(8-0), 13(8-0), 14(8-0), 9min Dakhan(1-6), 10min Dakhan(0-10), 11(6-16), 15/1(4-0), Khewat No.70, Khatoni No.179 situated at Village Khokhar, Tehsil Batala, District Gurdaspur.

7. The parties further undertake not to initiate or institute any unwanted litigation against each other and their family arising out of the matter in dispute. The parties further undertake not to use any document etc. against each other which have been left in their possession after this date of agreement or used as an evidence against each other in Court of Law.

8. As per knowledge of both the parties, there is no other pending litigation between the parties qua the present dispute. It has been further agreed between the parties that in case of coming into knowledge of any petition or case filed by any of the parties against other, the same shall be withdrawn by either of the party who has filed it.

9. This compromise has been arrived at between the parties without any pressure, undue influence or misrepresentation and both the parties have agreed to abide by the terms and conditions of the agreement. Both the parties shall be bound with the terms and conditions of this compromise.

10. It has been further decided between the parties that in case of necessity, both the parties shall be free to present the copy of the above compromise before any authority or court if the same is required to witness the execution of the compromise or to settle any pending controversy between the parties.

11. The parties have gone through the contents and the same have been explained to the parties in vernacular language i.e. Punjabi as well and after admitting the same as correct, have put their respective signatures along with their counsels who have identified them.

12. The copy of the settlement is being handed over to both the parties.

Even before this Court also, there is no objection by either side regarding the settlement arrived at between the parties.

Since both sides have decided the dispute at their own level and there is no grievance left against each other, therefore, this petition is disposed off in terms of the settlement referred above.

It is clarified that parties shall be bound by the terms and conditions of the aforesaid settlement dated 10.02.2020. In case there is any breach or violation of the settlement, necessary legal consequence(s) shall follow.

February 26, 2020

Gagan

**(MAHABIR SINGH SINDHU)
JUDGE**

<i>Whether speaking/reasoned</i>	<i>Yes/No</i>
<i>Whether Reportable</i>	<i>Yes/No</i>