

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

113

CR No. 4770 of 2019 (O & M)

Date of decision : 4.3.2020

Ranbir Kaushik and another

.....Petitioners

Vs.

Smt. Sushil Sharma

.....Respondent

Coram: HON'BLE MR. JUSTICE RAJBIR SEHRAWAT

Present : Mr. P.C. Yadav, Advocate, for the petitioners

Rajbir Sehrawat, J. (Oral)

This petition under Article 227 of the Constitution of India is challenging the order dated 4.5.2019, passed by the Civil Judge (Senior Division), Panchkula, whereby an application filed by the petitioners for enforcing execution of an alleged compromise, which is stated to have been arrived at between the petitioners and the respondent, has been dismissed.

The brief facts giving rise to the present petition are that, the petitioners had executed a sale deed dated 27.12.2007 in favour of the respondent qua the land in dispute for an amount of Rs.6,50,000/-. Allegedly, even the possession of the same was handed over to the respondent. However, later on, the respondent got registered an FIR No. 200 dated 1.1.2008, under Sections 420, 120B and 506 IPC at Police Station Chandi Mandir, alleging therein that she had been de-frauded through the execution of the said sale deed because the petitioners herein/vendor of the property were not the actual owner of the property sold to her. They had no right, title or interest in the property which had been sold to her. A quashing petition bearing CRM-M No. 6976 of 2000 was filed by the petitioners before this Court challenging the said

FIR. In the said petition, the petitioners and the respondent are stated to have arrived at a compromise. On the basis of the said alleged compromise, this Court had quashed the above said FIR and also the consequent proceedings; vide order dated 11.8.2009.

The petitioners filed the instant application before the Court below; stating therein that although they had returned the sale consideration amount of Rs.6,50,000/-to the respondent as per the compromise, however, the respondent had backed out of the said compromise. The respondent was not delivering back the possession of the property sold to her. Hence, it was prayed that the compromise between the parties be fully executed and the possession be got returned to the petitioners. It was further prayed in the application that if the respondent was not interested in returning the possession, then she be directed to return the amount of Rs.6,50,000/-with interest, which was paid by the petitioners to the respondent after the compromise. It is this application which has been dismissed by the Court below; as being non-maintainable.

Learned counsel for the petitioners has submitted that since the compromise was entered into during the pendency of the proceedings before the High Court, and under the said agreement the petitioners had returned the sale consideration to the respondent, therefore, the respondent is bound either to return the land or the sale price, which she has taken back. However, neither she has returned the possession nor the money, therefore, the execution application was rightly filed by the petitioners. The compromise entered into between the parties deserves to be fully executed with the intervention of the Court.

Having heard learned counsel for the petitioners, this Court does not find any substance in the arguments of learned counsel for the petitioners. Undisputedly, any Court has never made the said alleged compromise as any decree of the Court. Therefore, there is no question of execution of the said compromise. The Court below has rightly held that the Court was not involved in the process of compromise. The High Court had only recognized a claimed settlement between the parties; for the limited purpose of quashing of the criminal case, as was pleaded by the parties before the High Court in the quashing petition. However, that, by no means, can be taken as an order which can be executed for the purpose of return of the money or for return of the possession of the property. Not only this, the order passed by the High Court in quashing petition does not even refer to any return of the money or any other assertions of parties; on the merits. While passing the said order dated 11.8.2009, this Court had only believed the parties that they had compromised the matter and, accordingly, had proceeded to quash the FIR. What were the terms of the alleged compromise, are not even mentioned in the said order.

In view of the above, finding no merits; the present petition is dismissed.

However, the petitioners would be at liberty to avail any other alternate and proper remedy, if available, in accordance with law.

(RAJBIR SEHRAWAT)
JUDGE

4.3.2020
Ashwani

Speaking/Reasoned	:	Yes/No
Reportable	:	Yes/No