

**IN THE HIGH COURT OF PUNJAB AND HARYANAAT
CHANDIGARH**

Civil Writ Petition No. 15621 of 2018

Date of Decision: January 10 , 2020.

Kirpal Singh

..... PETITIONER (s)

Versus

Sub Divisional Magistrate-cum-Maintenance Tribunal, Patiala and others

..... RESPONDENT (s)

CORAM:- HON'BLE MRS.JUSTICE LISA GILL

Present: Mr. Tarun Sharma, Advocate for
Mr. Ramandeep, Advocate
for the petitioner.

Mr. Vijay Sharma, Advocate
for respondent No.2.

None for respondent No.3.

1. Whether reporters of local papers may be allowed to see the judgment?
2. To be referred to the reporters or not?
3. Whether the judgment should be reported in the digest?

LISA GILL, J.

This writ petition has been filed challenging order dated 01.60.2018 passed by respondent No.1 whereby transfer deed executed by respondent No.2 in favour of the petitioner was set aside.

Learned counsel for the parties submit that the matter has been amicably resolved between the parties before the Mediation and Conciliation

Centre of this Court on 06.12.2019. Terms and conditions have been reduced into writing on 05.12.2019. Settlement/compromise dated 05.12.2019 is attached with this file. The relevant terms and conditions of the settlement read as under:-

“6. That both the parties have settled their dispute on the following terms and conditions:-

- a) That the second party will give Rs.2,70,000/- (Rupees Two Lacs and Seventy Thousand only) to the first party as full and final settlement amount.
- b) That the first party agrees with the order dated 01.06.2018 passed by respondent No.1 and undertakes to do all the needful to get the mutation of this land measuring 4 Bighas 8 Biswas i.e. $\frac{1}{3}$ rd share out of total 15 Bighas 15 Biswas comprised in Khasra Nos. 127 (6-5), 133 (6-5), 785/136 (3-5) kitta 3 total 15 Bighas 15 Biswas sanctioned in favour of Bhagwan Kaur-respondent No.2 and to deliver the physical possession of the above-said land to Bhagwan Kaur-respondent No.2 and also undertakes to do all necessary formalities for the same.
- c) That the second party shall give the amount of Rs.2,70,000/- (Rupees Two Lacs and Seventy Thousand only) to the first party by way of Demand Draft at the time of sanctioning of mutation and delivery of physical possession to Bhagwan Kaur-respondent No.2 by the first party on or before 31.01.2020.
- d) Both the parties will prayed before this Hon'ble Court to uphold the order dated 01.06.2018 passed by the respondent No.1 and for cancellation of the registered transfer deed i.e. Vasika No.9195 dated 24.12.2015 executed by Bhagwan Kaur in favour of Kirpal Singh-first party.”

Learned counsel for the parties reiterate that both the parties shall remain bound by the terms and conditions of the settlement as above and shall not raise any dispute with each other in this respect, in future. It is submitted that the present petition be disposed of in terms of the abovesaid settlement.

Keeping in view the fact that the matter has been amicably resolved between the parties, this petition is disposed of in terms of the settlement/compromise dated 05.12.2019 arrived at between the parties.

Needless to say, the parties to the compromise shall remain bound by the terms and conditions of the settlement.

January 10 , 2020.
'om'

(LISA GILL)
JUDGE

Whether speaking/reasoned:	Yes/No
Whether reportable:	Yes/No