

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

RSA No. 1477 of 2020 (O&M)

Date of Decision:01.03.2021

Santosh Rani and another

.....Appellants.

Versus

Jagan Nath and others

..... Respondents

AND

RSA No. 1478 of 2020

Kiran Rani

Appellant.

Versus

Jagan Nath and others

Respondents

CORAM:- HON'BLE MRS.JUSTICE LISA GILL

Present: Mr. G.S.Sirphikhi, Advocate
for the appellant (in RSA No. 1477 of 2020).

Mr. S.S.Chahal, Advocate
for Mr. Keshav Pratap Singh, Advocate
for the appellant (in RSA No. 1478 of 2020).

Mr. M.S.Bhatti, Advocate
for respondents no.1, 2 and 5.

Mr. Raina Sabharwal Thakur, Advocate
for respondent no.3.

LISA GILL, J(Oral).

This matter is being taken up for hearing through video
conferencing due to outbreak of the pandemic, COVID-19.

This order shall dispose of RSA No. 1477 of 2020 and R.S.A
No. 1478 of 2020.

Both the RSA's arise out of judgement and decree dated 19.08.2015 , passed by the learned Civil Judge (Jr. Division), Dera Bassi and judgement and decree dated 14.02.2020, passed by the learned Additional District Judge, SAS Nagar, Mohali.

Suit for declaration was filed by the appellants to the effect that 'the judgement and decree dated 10.04.1991, passed on civil suit no.446 of 26.07.1990 by Additional Senior Sub Judge, Rajpura and mutation no.1871 dated 22.07.1992, entered in favour of defendants no.2 and 3 (since deceased) on the basis of the said judgement and decree to be null and void, having no effect on the rights of the plaintiffs, being collusive of defendant no.1 with defendants no.2 and 3 (since deceased) regarding the ancestral property measuring 49 Bighas 7 Biswas i.e. $1/4^{\text{th}}$ of defendant no.1, comprising in the ancestral agricultural land bearing Khewat/ Khatoni No. 70 Min, Khasra No. 629 (4-4), 630 (3-3), 631 (4-0), 632 (4-0), 633 (4-0), 634 (4-0), 648 (4-0), 1275 (4-0), 1276 (4-0), 1285 (4-0), 1604 Min (2-0), 1605 (4-0), 1606 (4-0) situated in the revenue estate of village Malakpur, Hadbast No. 220, Tehsil Dera Bassi, District SAS Nagar, Mohali and further for a decree for declaration that the plaintiffs are owners of $1/6^{\text{th}}$ share each being lawful successors of defendant no.1, regarding the ancestral property falling into his total share in the ancestral agricultural land bearing Khewat No.133, Khatoni No. 396, Khasra no.. 1278 Min (2-0), 1279 (2-0), 1909/1282 (1-13), 1293 Min (1-0), 1295Min (2-0), 1600Min (1-0), 1601Min (2-0), 1919/1602 (0-10), 1921/1603 (1-18) and No. 629 (4-4), 630 (3-3), 631 (4-0), 632 (4-0), 633 (4-0), 634 (4-0), 648 (4-0), 1275 (4-0), 1276 (4-0), 1285 (4-0), 1604 Min (2-0), 1605 (4-0), 1606 (4-0) situated in the revenue estate of village Malakpur, Hadbast No. 220, Tehsil Dera Bassi, District SAS Nagar, Mohali as per jamabandi for the year 2007-08 with

consequential relief of possession and for permanent injunction restraining the defendants or any of their authorized agent from alienating the suit property in any manner whatsoever i.e., to say by way of sale, mortgage, gift, transfer, mutual transfer, lease etc.’

Learned trial Court partly decreed the suit. Judgement and decree dated 10.04.1991 passed in Civil Suit 446 dated 26.07.1990, were set aside. Revenue record was directed to be amended to depict the plaintiffs as joint owners in possession of the suit property. Suit was however, dismissed so far as declaration regarding exact share of the parties was sought. Defendants were restrained from alienating the suit land in excess of their share.

Appeal preferred by defendants-respondents no.3 and 4 was however allowed and suit filed by the plaintiffs was dismissed. Present appeals emanate therefrom.

The matter was placed before the Mediation and Conciliation Centre of this Court keeping in view the close relationship between the parties. Parties have amicably resolved the entire dispute. Terms and conditions have been reduced into writing on 22.12.2020. Settlement agreement dated 22.10.2020, before the Mediator, is attached with the file of RSA No. 1477 of 2020.

Learned counsel for the parties reiterate and affirm the settlement arrived at between the parties on 22.12.2020. It is submitted that all the parties agree to adhere to the terms and conditions as mentioned in the said agreement. Terms and conditions of the settlement read as under:-

- “1. The parties have decided and agreed that this settlement of today i.e., dated 22.12.2020 shall be treated as “Family Partition/Settlement” in respect of the property mentioned above and contained in the head note of the Civil Suit filed by

present appellants before the Civil Court, Rajpura. The rights created earlier shall be merge in the present “Family Partition/Settlement”.

2. The parties have further agreed and accepted that a joint prayer shall be in person or through counsel made to the Hon’ble High Court for passing appropriate order or decree in terms of present “Family Partition/Settlement”.

3. The parties have further agreed and accepted that all parties shall have the right to get this “Family Partition/Settlement” implemented and get corresponding entries of shares in the Revenue Records and further carving out separate Khata Number/Khatauni Numbers of each share holder in terms of present “Family Partition/Settlement”.

4. The parties have further agreed and accepted that now the share in the total property 58 bigha 7 biswa comprised in Jamabandi for the year 2017-18 (Copy enclosed as Annexure ‘A’) (consisting of three pages) shall be as under:

(a) The share of Jagan Nath shall be total 12-0 bigha comprised in Khasra No. 1600 (1-11), 1273(3-8), 1278(3-5), 648 (3-16); These khasra numbers as shown in site plan is Annexure ‘B’ (three pages).

(b) The share of Sanjeev Kumar shall be 13 Bigha 4 biswa comprised in Khasra No. 1605 (4-0), 1606 (4-0), 1607(4-0), 1600 (1-4); These khasra numbers as shown in site plan is Annexure ‘C’. khasra no.1600 is total 2 bigha 15 biswa out of which 1 bigha 11 biswa goes to the share of Jagan Nath and 1 Bigha 4 biswa goes to Sanjeev Kumar.

(c) Share of Mannat minor daughter of deceased Ashok Kumar shall be 13 bigha 16 biswa comprised in Khasra no. 1275 (4-0), 1276 (4-0), 1285 (3-16), 1295 (2-0); These khasra numbers as shown in site plan is Annexure ‘D’.

(d) Equal share of 1/3 each of Santosh Rani, Kiran Rani and Paramjeet Kaur shall be 19 bigha 7 biswa comprised in Khasra No. 629 (4-4), 630 (3-3), 631 (4-0),

632 (4-0), 633 (4-0). These khasra numbers as shown in site plan is Annexure 'E'.

5. The parties have further agreed and accepted and Suman who is mother of Mannat has specifically accepted that the share of Ashok Kumar (deceased) shall go to Mannat (now minor). This family partition is acceptable to all the parties that entire share of Ashok Kumar shall be transferred in the name of Mannat (minor daughter of Ashok Kumar).
6. The parties have further agreed and accepted that the actual physical possession of respective shares as detailed above shall be taken by all parties on or before 30.04.2021.
7. The parties have further agreed and accepted that presently there is a common tubewell with other brothers of Jagan Nath from which water for irrigation is available to land measuring 13 bigha 16 biswa comprised in khasra no. 1275 (4-0), 1276 (4-0), 1285 (3-16), 1295 (2-0) and this arrangement shall continue as it is.
8. The parties have further agreed and accepted that after attaining the possession of respective land as mentioned above, none of the parties shall interfere or cause to interfere in the peaceful possession or title of all the parties.
9. The parties have further agreed that none of the parties shall institute or initiate any unwanted litigation against each other, nor to file any complaint, suit for damages etc., in respect of the subject matter being compromised today.
10. This compromise has been reached between the parties without any pressure and both the parties have very happily 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.
11. 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 of court if the same is required to witness the execution of the compromise or to settle any pending, controversy between the parties relating to same cause of action.

12. That the parties undertake before the Hon'ble Court to abide by the terms and conditions set out in the agreement and not to dispute the same hereinafter in future.

13. The parties have gone through the contents and the same have been explained to the parties and after admitting the same as correct, have put their respective signatures.

14. Both sides have received one copy of the duly signed agreement/ Settlement.”

It is submitted that both the appeals be disposed of in terms of the settlement arrived at between the parties.

Keeping in view the above, both the appeals i.e., RSA No. 1477 and 1478 of 2020 are disposed of in terms of settlement/agreement dated 22.12.2020, which along with its Annexures, A, B, C, D, shall form part of the decree.

01.03.2021
s.khan

[LISA GILL]
Judge

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