

CM-963-C-2021 in/and

RSA-2266-2015

Date of decision : March 23, 2021

NIRMALA DEVI AND ORS

.....Appellants

Versus

RAM KISHAN

....Respondent

CORAM:- HON'BLE MRS. JUSTICE LISA GILL

Present: Mr. Arun Bansal, Advocate for the applicant-appellants.

Mr. Sherry K. Singla, Advocate for the respondent.

LISA GILL, J.

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

Prayer in this application is for disposal of the appeal in terms of the settlement/compromise arrived at between the parties on 10.12.2019 attached with this application as Annexure A2. Appeal, it is informed, stands adjourned to 09.04.2021 due to outbreak of pandemic, COVID-19. Reply dated 18.03.2021 to this application, affirming the settlement between the parties, duly supported by an affidavit of the respondent stands filed.

At request of learned counsel for the parties, hearing of the appeal is preponed from 09.04.2021 for today itself.

This appeal has been filed by the appellant – plaintiffs challenging judgment and decree dated 08.04.2013 passed by learned Additional Civil Judge (Senior Division), Talwandi Sabo whereby the suit for declaration filed by the plaintiffs has been dismissed as well as judgment and decree dated 20.11.2014 passed by the learned District Judge, Bathinda whereby appeal filed by the plaintiff

– appellant was dismissed. Appellants had sought a declaration to the effect that they are owners in possession of the shop as described in the plaint in equal shares.

Learned counsel for the parties submit that the matter has been amicably resolved between the parties with the terms and conditions being reduced into writing on 10.12.2019. Relevant clauses thereof read as under:-

“3. That according to the compromise it has been agreed between the parties that the one shop (8’ x 30’) adjoining shop No. 5/164 shall go to party no. 1 along with $\frac{1}{2}$ share in second shop i.e. 4’ x 30’. The second party shall get 4’ x 30’ from the second shop. The second party is presently on rent with Ramesh Kumar. However, the said shop shall continue to remain common between the parties upto 31.03.2020 in order to sell the same during the said period and both parties would share the sale proceeds equally.

4. That however, in case the same could not be sold then both the parties would rent out the same and would receive the rent in equal shares. Presently, the shop is mortgaged for sum of Rs.6,00,000/- with Ramesh Kumar (tenant) and as such Ram Kishan would pay Rs.3,00,00/- (three lacs) qua his $\frac{1}{2}$ share for receiving the rent qua his $\frac{1}{2}$ share.

5. That Ramesh Kumar has agreed to vacate the said shop by 31st March, 2020 on receipt of Rs. 6 lacs as mortgage money. Both the parties would pay Rs.3 lacs each. Ramesh Kumar tenant has accordingly signed this compromise to abide by the same.

6. That it has also been agreed that any of the parties can buy the 4’ x 30’ share of other party in the said shop at the market rate.

7. That it is further agreed that RSA No. 2266 of 2015 as pending before the Hon'ble High Court, Chandigarh be got disposed of in terms of the aforesaid settlement.”

Affidavit dated 27.02.2021 of appellant No. 1 as well as affidavit dated 09.03.2021 of the respondent in respect to the compromise is on record.

Learned counsel for the respondent affirms and verifies the settlement between all the parties and submits that there is no objection in case this appeal is disposed of in terms of compromise dated 10.12.2019 arrived at between the parties.

Keeping in view of the facts and circumstances as above, specifically the settlement arrived at between the parties, this appeal is disposed of in terms of compromise dated 10.12.2019, which shall form part of the decree alongwith site plan (Annexure A1). A copy of this order be conveyed to the respondent at the available address.

March 23, 2021
rts

(Lisa Gill)
Judge

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