

IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

Regular Second Appeal No. 5782 of 2014 (O&M)
Date of decision : April 20, 2021

Amrik Singh (now deceased) through LRs

...Appellant

versus

Dyal Singh and others

....Respondents

Coram: Hon'ble Mr. Justice Fateh Deep Singh

Present : Mr. Parvinder Singh, Advocate for the applicant/appellant

Mr. Sanjay Majithia, Senior Advocate with
Mr. Shailendra Sharma, Advocate, for
non-applicant/respondent no. 1

Respondents no. 2 and 3 – service dispensed with
being proforma respondents

Fateh Deep Singh, J. (Oral)

CM-1253-C-2021

The matter has been taken up through Video-conferencing
on account of outbreak of pandemic COVID-19.

Since the main appeal is being taken up for hearing, the
present application for preponing has become infructuous and is
disposed of as such.

CM-1533-C-2021

The present application being in compliance with previous orders dated 1.4.2021 is allowed and Annexure A-6, death certificate of appellant-Amrik Singh is taken on record.

CM-1255-C-2021

The averments made in the application is to bring on record LRs of deceased appellant-Amrik Singh son of Amar Singh. Counsel for the opposite side has made statement that he does not intend to file reply to the application and has no objection if the same is allowed.

In the light of this stand of the two sides and in view of the averments made in the application, LRs of Amrik Singh as detailed in the application are ordered to be taken on record. The application stands allowed.

Amended memo of parties is taken on record.

Learned counsel for the appellant has made statement that he represents all the LRs of deceased Amrik Singh who happens to be the wife and son of the deceased.

CM-1256-C-2021

Counsel for both the sides have made statement that compromise Annexure A-2, true copy of which has been affixed with this application and is taken on record, is correct and true copy of the

original which has been got executed between Dayal Singh son of Charan Singh and Kulwinder Kaur wife of Amrik Singh and Charanjit Singh son of Amrik Singh and vouch for its truthfulness and the voluntariness of the parties honouring to this arrangement by way of compromise between them.

RSA-5782-2014

Appellant-Amrik Singh since deceased now through LRs Kulwinder Kaur and Charanjit Singh and respondent-Dayal Singh were litigating over the property detailed in the respective claims. As a consequence of which Amrik Singh-plaintiff filed civil suit No. 442 of 2008 for declaration that Dayal Singh has lost his rights to specific performance under agreement to sell dated 13.9.2007 and further claimed that the earnest money so given stands forfeited. Similarly Dayal Singh filed another civil suit No. 13 of 2009 on 23.1.2009 for specific performance of agreement to sell dated 13.9.2007 against Amrik Singh. Both suits were subsequently clubbed together whereby the trial court decreed the suit of Dayal Singh and suit of Amrik Singh (now deceased) stood dismissed vide common judgment dated 9.10.2012 by the court of learned Additional Civil Judge(Senior Division), Hoshiarpur. Amrik Singh preferred two civil appeals Nos. 179 of 8.11.2012 and 185 of 12.11.2012 against this judgment and decrees. First appellate court of learned Additional District Judge,

Hoshiarpur vide common judgment and decrees dated 29.5.2014 partly allowed the Civil Appeal No. 179 of 2012 whereby suit of Dayal Singh was partly decreed for refund of Rs 20 lacs along with interest at the rate of 6% per annum from the date of agreement whereas in Civil Appeal No. 185 of 2012, suit of Amrik Singh was dismissed on the same very date i.e. on 29.5.2014. As a consequence of this judgment and decrees, three regular second appeals i.e. RSA-5782-2014; RSA-4056-2014 and RSA-5783-2014 were filed.

It is during the pendency of the present appeals, the parties settled their dispute regarding which Sh. Parvinder Singh, counsel for the appellant and Mr. Sanjay Majithia, Senior Advocate assisted by Mr. Shailendra Sharma, Advocate, for respondent no. 1 have made respective statements and placed on record true attested copies of compromise dated 18.01.2021, which was taken on record as Annexure A-2. The relevant part of the compromise is follows:-

“xxx xxx xxx xxx

16. That as per the compromise the second party has agreed to give 19 kanals out of the property comprised in Khasra No. 8//20/2(3-12), 18//9(8-0), 10(8-0), 12(8-0), 7//25(6-18), 8//21/1(3-0), 18//1(8-0), 11(8-0), 20//4/1(0-12), 5/1(3-7), 16/1(6-12), 25/2(6-12), 32//1(7-12), 10(4-14), 11(1-6), 21//5/1(7-0), 6/2

(7-12), 21//15/1(4-4), 21/2(7-2), 22/2(1-14), 19//14(2-16), 15(8-0), 33//4 MIN west (1-8), 5 MIN East (5-8), 7 MIN South (2-13), 14 MIN West (1-8), 15 MIN West (3-0), 33//4 MIN East (6-4), 5 MIN (4-5), 6 MIN West (2-12), 7 MIN (5-11), 14 MIN West (2-13), 15 MIN West (1-7), 7//16(1-1), 19//4(2-12), 5(8-0), 6(8-0), 7(3-0), 18//19(8-0), 20(8-0), 21(7-7), 22(7-7), 19//24(1-14), 25(7-12), 21//26(0-12), Khata Number 94/104, 95/105, 96/106, 175/189, 176, 190, 177/191, 192-193-194-194, 178/196 situated at village Deowal 214 Tehsil and District Hoshiarpur, to the first party or in favour of any other person which the first party agrees. The first party has agreed that he will not claim any earnest money refund as decreed in his favour by the learned Addl. District Judge, Hoshiarpur vide judgment & decree dated 29.5.2014 passed in Civil Appeal No. 179 of 2012. The first party has further agreed that he will not claim specific performance of the agreement to sell dated 13.09.2007.

21. That the first party has agreed that he has no objection if RSA No. 4056 of 2014 titled as Dayal

Singh vs Amrik Singh pending before the Hon'ble High Court is disposed of in terms of the present compromise and this compromise is allowed to be made part of the decree that may be passed by the Hon'ble High Court.

22. That the second party has agreed that they have no objection if RSA No. 5782 of 2014 titled as Amrik Singh vs Daa; Singh and RSA No. 5783 of 2014 titled as Amrik Singh vs Dayal Singh, pending before the Hon'ble High Court are disposed of in terms of the present compromise and this compromise is allowed to be made part of the decree that may be passed by the Hon'ble High Court.

23. That both the parties have no objection if the Court fee affixed by them on their respective Regular Second Appeals are ordered to be refunded to them and are bound to give statements in this regard.

28. That the second party has no objection if the balance sale consideration of Rs 18,77,500 deposited by the first party after the judgment & decree dated 9.10.2012 is ordered to be refunded to the first party along with the applicable interest, if any.

The second party shall be bound to appear before Hon'ble High Court or before any other court to give statement in that regard.

xxx xxx xxx xxx”

In the light of the submissions of the two sides, this Court is satisfied that the compromise is in the interest of parties and for their betterment because of an outcome of voluntariness. In the light of the same, the present regular second appeal is disposed of on the basis of this compromise Annexure A-2 and that the compromise shall form part of the decree sheet and would be attached therewith.

The regular second appeal stands disposed of accordingly.

April 20, 2021
'tiwana'

(Fateh Deep Singh)
Judge

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