

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

123+309

**RSA No. 903 of 2020 (O&M)
Date of decision: 10.10.2022**

Jaspal Kaur

...Appellant

Versus

Jagdev Singh and another

...Respondents

CORAM: HON'BLE MR. JUSTICE ARVIND SINGH SANGWAN

Present:- Mr. Aakash Singla, Advocate
for the appellant.

Mr. Ravish Bansal, Advocate
for respondent No. 1.

Mr. Shubham Gupta, Advocate for
Mr. Abhishek Singla, Advocate
for respondent No. 2.

ARVIND SINGH SANGWAN, J. (Oral)

Prayer in this appeal is to set aside the judgment and decree dated 04.01.2017, passed by the trial Court, vide which while partly decreeing the suit filed by respondent No. 1 Jagdev Singh, he was held entitled to recovery of principal amount of Rs. 3,00,000/- along with interest @ 6% per annum as well as the judgment and decree dated 23.04.2018 passed by the lower appellate Court, vide which the suit filed by respondent No. 1 was allowed in toto and apart from granting a decree of recovery, the sale deed dated 06.02.2013, executed in favour of defendant No. 1/appellant with respect to the suit property, was declared null and void.

During the pendency of the present appeal, the matter was referred to Mediation and Conciliation Centre of this Court and as per memorandum of settlement arrived at between the parties, it is agreed as

under:

“1. That the second party filed one civil suit no. 600 of 5.11.2011 (CS/3936/2013) in the court of Ld. Civil Judge (Junior Division) Malerkotla against third party for recovery of Rs. 3,00,000/- towards principal amount and Rs. 1,35,000/- towards interest on the basis of one pronote and receipt dated 10.5.2009. During the pendency of the aforesaid suit, third party sold his property to the first party vide registered sale deed no. 1195 dated 6.2.2013 qua 4 bigha 2 biswasis situated at village hall. Accordingly second party challenged the said alienation as well in the aforesaid suit.

2. That the suit was partly decreed by the Ld. Trial Court vide judgment and decree dated 4.1.2017. Vide aforesaid decision, the relief of recovery was allowed to the second party, however, the challenge to the aforesaid alienation was dismissed.

3. Second party filed first appeal i.e. CA No. 323/2017 (67/2017) before the Ld. ADJ, Sangrur and the said appeal was allowed vide judgment and decree dated 23.4.2018 and the alienation in favour of first party was set aside.

4. Challenging the said decisions, first party filed RSA No. 903 of 2020 and during the pendency of the said RSA, first party had agreed to discharge the liability of the third party which was due to the second party by virtue of the aforesaid judgments and decrees provided alienation dated 6.2.2013 in favour of the first party is protected.

5. As a result of the aforesaid settlement, second party/plaintiff of the suit has already received the amount in full and final satisfaction of his claim which was raised in the aforesaid suit. Now nothing remains to be paid by either the third party or the first party to the

second party/Decree Holder. In view of the above, second party has no objection if the matter is decided in view of the aforesaid settlement, so that the alienation dated 6.2.2013 in favour of the first party which was set aside by the Ld. ADJ, Sangrur may be restored. First party was/is owner in possession of the property which was purchased by him vide sale deed no. 1195 dated 6.2.2013 and no other party has no right, title or interest of any sort in the said property.

6. This, it is agreed that all the parties will either make themselves available in case any statement is to be recorded before the Court/Lok Adalat or will give necessary instructions to their counsels to get the matter disposed off in view of the settlement.

7. Parties shall abide by the aforesaid terms of settlement and the original of this deed shall be presented before the Hon ble High Court/Lok Adalat so that the matter can be accordingly decided.”

Learned counsel for the appellant as well as learned counsels for respondent Nos. 1 and 2, who are present in Court, have acknowledged that the aforesaid memorandum of settlement is arrived at between the parties with their free consent and the present appeal may be allowed in terms of the same by modifying the impugned judgment and decree and fresh decree may be prepared accordingly.

In view of the same, the present appeal is allowed. The aforesaid memorandum of settlement be made a part of the decree, which will be binding on the parties.

10.10.2022

Waseem Ansari

**(ARVIND SINGH SANGWAN)
JUDGE**

*Whether speaking/reasoned
Whether reportable*

*Yes/No
Yes/No*