

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

RSA No. 3570 of 2019 (O&M)

DATE OF DECISION :- December 07, 2022

Palvinder Kaur

...Appellant

Versus

Shabeg Singh and another

...Respondents

CORAM: HON'BLE MR. JUSTICE H.S. MADAAN

Present:- S.S. Momi, Advocate for the appellant.

Sh. Shabeg Singh with Mr. Sukant Gupta, Advocate
for the respondents.

Sh. Vajir Singh, husband of appellant Palvinder Kaur has handed over a demand draft in the sum of Rs.1 lakh to Sh. Shabeg Singh-respondent No. 1. Copy of that demand draft has been placed on record. Respondent No. 1 Shabeg Singh states that now his claim stands satisfied and he has no objection if the Regular Second Appeal in terms of written compromise Ex.C1 which has been arrived at between the parties be decided. Learned counsel for the appellant also prays that the appeal be decided in terms of written compromise Ex.C1.

Briefly stated the facts of the case are that plaintiff Shabeg Singh had brought a suit against defendants Vajir Singh and Smt. Palvinder Kaur, wife of Sh. Shabeg Singh, both residents of Village Gumthala Garhu,

Tehsil Pehowa, District Kurukshetra craving for grant of mandatory injunction directing the defendants to execute and get the sale deed registered in favour of plaintiff in respect of suit land measuring 10 Kanals 13 Marlas situated at Village Gumthala Garhu, Tehsil Pehowa, District Kurukshetra. Notice of that suit was given to the defendants who put in appearance and offered a contest. However, vide judgment dated 12.10.2015, learned Civil Judge (Junior Division), Pehowa suit was partly decreed with costs to the extent that sale deed bearing No. 2513/1 dated 4.10.2006 executed by plaintiff in favour of defendant No. 2 Palvinder Kaur was declared null and void so was mutation No. 5238 sanctioned on basis thereof. Resultantly, the property reverted back to original owner and Sub Registrar was directed to make a noting qua that in his Register to the extent that sale deed had been declared null and void.

Feeling aggrieved by the judgment and decree passed by the trial Court, defendant Palvinder Kaur had preferred an appeal before learned District Judge, Kurkshetra. That appeal was assigned to Additional District Judge, Kurukshetra, who vide judgment dated 15.5.2019 dismissed the appeal upholding the judgment and decree passed by the trial Court. Still feeling dissatisfied, Palvinder Kaur had approached this Court by way of filing a Regular Second Appeal, notice of which was given to respondent No. 1 whereas service qua respondent No. 2 was dispensed with vide order dated 28.1.2020. During pendency of the appeal, the appellant and respondent No. 1 have compromised the matter vide written compromise Ex.C1. Both appellant and respondent No. 1 admit the factum of compromise having taken place between the parties praying that the Regular Second Appeal be decided in terms thereof.

Under the circumstances, the impugned judgment and decree passed by the Courts below are set aside and Regular Second Appeal is allowed in terms of written compromise Ex.C1 which be read as part of the decree sheet. The parties shall remain bound by this compromise.

(H.S. MADAAN)
JUDGE

December 07, 2022

p.singh

Whether speaking/reasoned

Yes/No

Whether Reportable

Yes/No