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IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

RSA-2121-2015 (O&M)
Date of Decision:31.08.2022

Ved Parkash and others

.. Appellants

Vs.

Krishan Lal and others

..Respondents

CORAM: HON'BLE MR. JUSTICE MANOJ BAJAJ

Present: Mr. Gobind Chauhan, Advocate for
Mr. Kartik Gupta, Advocate for appellants.

Mr. Yash Pal Sharma, Advocate for
Mr. Prateek Sodhi, Advocate
for respondent Nos.1 and 2.

...

Manoj Bajaj, J. (Oral)
CM-5934-C-2022

This application has been filed under Order XXII Rule 4 CPC read with Section 151 CPC for impleading the legal representatives of deceased-respondent No.1 (Krishan Lal) as respondents in the present appeal.

Notice of the application.

At this stage, Mr. Yash Pal Sharma, Advocate accepts notice on behalf of non-applicants/respondents No.1 and 2 and does not oppose the prayer.

Heard. For the reasons mentioned in the application, the same is allowed. The legal heirs of deceased-respondent No.1/Krishan Lal as mentioned in para No.2 thereof, are impleaded as party-respondents, subject to all just exceptions.

Amended memo of parties, annexed with the application, is taken on record.

CM-5936-C-2022

This application under Order XXIII Rule 3 CPC read with Section 151 CPC has been filed for disposal of the main appeal in terms of compromise dated 14.05.2022 (Annexure A-1).

Learned counsel for the appellants has stated that during the pendency of the appeal, the dispute between the parties, who are brothers and sister, is settled and in this regard, he has invited the attention of the Court to the written compromise dated 14.05.2022, which is signed by the parties. He prays that the appeal be disposed of on the basis of compromise.

Notice of this application.

At this stage, Mr. Yash Pal Sharma, Advocate accepts notice on behalf of non-applicants/respondents No.1 and 2 and does not oppose the prayer.

For the reasons mentioned in the application, the same allowed. Compromise deed dated 14.05.2022 (Annexure A-1) is taken on record and further on the oral request of the learned counsel for the parties, the date of hearing in the appeal is preponed and the same is taken up for hearing today.

Main Case

Appellants/defendants No.1 to 3 have preferred this regular second appeal to challenge the judgment and decree dated 30.10.2014 passed in Civil Appeal No.68 of 2013 by the Addl. District Judge, Karnal, whereby the judgment and decree dated 03.01.2011 passed in Civil Suit No.510 of 2009 by the Civil Judge (Jr. Divn.), Karnal, decreeing the suit,

was upheld.

Learned counsel for the parties have stated that the plaintiffs/respondents No.1 and 2 filed a Civil Suit bearing No. 510 of 2009 for declaration with consequential relief of permanent injunction against contesting defendant Nos.1 to 3, and though the same was contested by defendants/appellants, however, Civil Judge (Jr. Divn.), Karnal vide judgment and decree dated 03.01.2011 decreed the suit, thereby declaring plaintiff No.1 as owner of the land measuring 5 acres, and also declared plaintiff No.2 as owner of land measuring 4K-7-1/2M out of the land measuring 48K-0M in khewat No.57, who was also held entitled to the remaining amount of Rs.47,427/- along with interest @ 6% per annum in terms of the family settlement dated 24.08.2001 (Ex.PW-2/A). Further, the Will (Ex.D-1) propounded by the appellants/defendants was declared null and void.

Aggrieved against the said judgment and decree dated 03.01.2011, defendants/appellants preferred Civil Appeal bearing No. 68 of 2013 and the same was also dismissed by Addl. District Judge, Karnal vide judgment and decree dated 30.10.2014. Hence, this regular second appeal.

Today, learned counsel for the parties have stated that during the pendency of the appeal, the parties being closely related have amicably settled the dispute and the plaintiffs have relinquished their right in the suit property, derived from the alleged family settlement deed dated 24.08.2001 (Annexure A-1), against payment of Rs.30,00,000/- by defendants/appellants. The terms and conditions of compromise read as under:

“i. That the second party relinquishes all claims in respect of the suit property involved in the present RSA

- no. 2121 of 2015 pending before the Hon'ble High Court for a mutually agreed compensation.*
- ii. That the second party shall have no right, title or interest in the entire suit property which is subject matter of the dispute in RSA no. 2121 of 2015 pending before the Hon'ble High Court.*
- iii. That the Second party agrees that the judgment dated 03.01.2011 passed by Civil Judge(Junior Division), Karnal and the judgment dated 30.10.2014 passed by the Additional District Judge, Karnal be set-aside and RSA no. 2121 of 2015 filed by the First party be allowed and the civil suit filed by the Second Party be dismissed in toto.*
- iv. Respondent no. 3, Kailash, sister of the parties, who is proforma respondent in RSA no. 2121 of 2015 has already expired on 20.10.2017 and there is no dispute with regards to the right of sister Kailash (now deceased) in the suit property.”*

Learned counsel for the respondents states that indeed the compromise has been arrived at between the parties and the plaintiffs/respondents have relinquished their shares in the suit property and they have no objection, if the prayer made by the applicant-appellants for disposal of the appeal in terms of the compromise is accepted.

In view of the above, impugned judgments and decrees passed by the Courts below are set aside and the suit filed by the plaintiff is dismissed. It is ordered that the rights of the parties in respect of the suit property shall be governed as per the terms of the compromise (Annexure A-1).

The compromise shall form part of the decree. No costs.

31.08.2022
Jasmine Kaur

(MANOJ BAJAJ)
JUDGE

Whether speaking/reasoned	Yes	No
Whether reportable	Yes	No