

**131-1 IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

1.RSA-4123-2016 (O&M)

Kamlesh Kaur and others

....Appellants

Versus

Surjit Singh and others

..Respondents

2.RSA-1574-2016 (O&M)

Kamaljit Singh

....Appellant

Versus

Surjit Singh and others

..Respondents

3.RSA-4124-2016 (O&M)

Kamlesh Kaur and others

....Appellants

Versus

Surjit Singh and others

..Respondents

Date of decision: 01.12.2022

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr.Govind Chauhan, Advocate for the appellants

Mr. Kamal Joshi, Advocate for the respondents

ANIL KSHETARPAL, J (Oral)

CM-8816-C-2022 in RSA-4123-2016, CM-8805-C-2022 in RSA-1574-2016 and CM-8817-C-2022 in RSA-4124-2016

In view of the prayer made, the hearing of the three appeals

is advanced to today and are taken on Board for final disposal.

CMs stand allowed.

Main cases

By this order, three Regular Second Appeals i.e RSA-4123-2016, RSA-4124-2016 and RSA-1574-2016 shall stand disposed of.

Sh.Surjit Singh and Sh.Harmander Lal filed a suit for possession by the way of specific performance of the agreement to sell with a consequential relief of permanent injunction against Swaran Kaur, Kamlesh Kaur, Manga Singh and Mandeep Kaur. The trial court granted a decree of refund of the amount, however, the First Appellate Court granted a decree for possession by way of specific performance of the agreement to sell to the plaintiffs. In the meantime, the property was sold to Kamaljit Singh-appellant before this Court in RSA-1574-2016.

Now, a deed of settlement has been filed between Surjit Singh and Harmander Lal on the one side and Kamaljit Singh on the other side. Kamaljit Singh has paid Rs.10,00,000/- towards the full and final settlement of the claims of the plaintiffs. The plaintiffs have agreed to relinquish their rights under the decree passed by the trial court in lieu of the amount already received. Sh.Surjit Singh and Sh.Harmander Lal are stated to be present in the Court. Their presence is verified by learned counsel representing the plaintiffs. The deed of compromise is taken on record as mark HC. All three appeals are disposed of in terms of the settlement, which shall form a part of the decree.

Disposed of.

All the pending miscellaneous applications, if any, are also disposed of.

01.12.2022
rekha
Whether speaking/reasoned : Yes/No
Whether reportable : Yes/No

(ANIL KSHETARPAL)
JUDGE