

**214 IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH**

**RSA No. 4136 of 2016 (O&M)
Date of Decision: 03.02.2022.**

Satpal and others

.....Appellants

Versus

Dharampal and others

.....Respondents

CORAM: HON'BLE MR.JUSTICE MAHABIR SINGH SINDHU

Present: Mr. Rakesh Nehra, Sr. Advocate assisted by
Ms. Bindu Tanwar, Advocate,
for the applicants-appellants.

Mr. Atul Ravish, Advocate,
For the respondents.

MAHABIR SINGH SINDHU. J.

CM-6343-C-2021

Application for disposal of regular second appeal in terms of
compromise-deed dated 29.11.2021 (C-1).

Learned counsel for the respondents on instructions acknowledged
the authenticity of the compromise (C-1) and submitted that he has no objection
in case the regular second appeal is disposed off in terms of the same.

Main case

Present regular second appeal has been filed by
defendants/appellants against the impugned judgment and decree dated
26.04.2016 passed by learned Additional District Judge, Jhajjar vide which first
appeal filed by the plaintiffs/respondents was partly allowed.

2. Plaintiffs-respondents filed suit for declaration to the effect that release-deeds dated 13.06.2000 and 27.07.2005 are illegal, null & void and not binding upon them. It was also prayed that plaintiffs along with defendant No.1 be declared as owner in joint possession of suit land in equal shares. However, the suit was dismissed by learned trial Court vide judgment and decree dated 11.04.2012.

3. Aggrieved against the above judgment and decree, an appeal was preferred by plaintiffs/respondents which was allowed in part on 26.04.2016.

4. The judgment and decree passed by learned first appellate Court, have been challenged through present regular second appeal in which alienation of the suit land was stayed vide order dated 26.08.2016.

5. Now, during the pendency of second appeal, matter has been settled between the parties at their own level with free consent vide compromise (C-1) and paragraph No. 4 of the same reads as under:-

“4. That now the appellants/defendants and respondents/plaintiffs in the above mentioned RSA No. 4136/ 2016, by mutual consent and without any pressure and greed have mutually agreed upon that the title/ownership right of the land in dispute will remain with the appellants/defendants. Respondents/plaintiffs will not create dispute or will not take legal action against the appellants/plaintiffs, regarding the above mentioned land in dispute. Both the parties have entered into compromise without any undue influence, pressure or greed. Our RSA No.4136/2016, be filed in the office by allowing the compromise deed.”

6. Factum of compromise (C-1) was duly acknowledged by both sides through their counsel before this Court as well. As a result thereof, there is no option except to dispose off the appeal in terms of the compromise as stated above.

7. Ordered accordingly.

8. Compromise (C-1) shall form part of the decree which is to be prepared by the registry.

9. Civil misc. application(s), if any, shall also stand disposed off.

03.02.2022

SN

(MAHABIR SINGH SINDHU)
JUDGE

Whether speaking/reasoned : Yes/No

Whether Reportable: Yes/No