

104-B

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

Date of Decision:03.08.2022

1. RSA-4249-2018 (O&M)

Inderjit Kaur

.. Appellant

Vs.

Vikram Singh and others

..Respondents

AND

2. RSA-4252-2018 (O&M)

Inderjit Kaur

.. Appellant

Vs.

Vikram Singh and others

..Respondents

CORAM: HON'BLE MR. JUSTICE MANOJ BAJAJ

Present: Mr. Nitish Garg, Advocate for the appellant.

Mr. Mandeep Sindhu, Advocate for

Mr. Sanjiv Gupta, Advocate

for respondent No.1.

.....

Manoj Bajaj, J. (Oral)

CM-9910-C-2019

This is an application for bringing on record the legal representatives of appellant in the present appeal.

Learned counsel for applicant states that appellant-Inderjeet Kaur expired on 14.08.2018 and in this regard, he has invited the attention of the court to her death certificate. He submits that the application is supported with an affidavit of LR, namely, Aruna Chawla. He prays that the LR's. of appellant be impleaded as party in these appeals.

Notice in the application.

Mr. Mandeep Sindhu, Advocate accepts notice on behalf of non-applicant/respondent No.1 and does not oppose the prayer.

For the reasons mentioned in the application, the same is

allowed. Legal heir-Aruna Chawla is impleaded as party, subject to just exceptions.

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

**CM-9909-C-2019 and
CM-1284-C-2022**

Applications are allowed, subject to all just exceptions.

**CM-1286-C-2022 and
CM-1287-C-2022**

Learned counsel for the applicant-appellant has filed these applications to place on record the compromise arrived at between the parties during the pendency of the appeal and prays that as the dispute is amicably settled, the appeal be decided in terms of compromise dated 17.01.2022 (Annexure A-1).

Notice of these applications.

At this stage, Mr. Mandeep Sindhu, Advocate accepts notice on behalf of non-applicant/respondent No.1 and does not oppose the prayer.

Applications are allowed and compromise dated 17.01.2022 (Annexure A-1) is taken on record.

Main case

Learned counsel for the parties have stated that the plaintiff/respondent No.1, namely, Vikram Singh had filed a Civil Suit bearing No.223 dated 26.08.2009 and the same was contested by defendants/appellants and thereafter, it was partly decreed vide judgment and decree dated 04.11.2014 passed by Addl. Civil Judge (Sr. Divn.), Patiala, whereby the earnest money paid by the plaintiff pursuant to the agreement to sell dated 04.03.2008 was ordered to be returned along with

Aggrieved against the said judgment and decree dated 04.11.2014, plaintiff preferred Civil Appeal bearing No.98T dated 17.12.2014, whereas defendant-Inderjeet Kaur filed Civil Appeal bearing No.253 of 16.12.2014 and the same were decided by Addl. District Judge, Patiala vide common judgment and decree dated 31.05.2018, whereby the appeal preferred by the plaintiff was accepted and suit for specific performance of agreement to sell dated 04.03.2008 was decreed in his favour, whereas the other appeal filed by the defendant was dismissed. Hence, these regular second appeals.

Today, learned counsel for the appellant (defendant) has stated the suit property, which is subject matter of these appeals as well as other litigations between them have been compromised. According to him the claim of the respondent No.1 (plaintiff) is wholly adjusted and he has no objection, if the impugned judgments and decrees in these regular second appeal are set aside and the suit filed by the plaintiff is dismissed. No other prayer is pressed.

Learned counsel for the respondent No.1 (plaintiff) does not dispute the aforesaid fact and states that indeed, the matter has been compromised between the parties and the claim of the respondent No.1 (plaintiff) is wholly adjusted. He states that in view of the settlement of the parties, his suit be dismissed.

Considering the above, the regular second appeals are allowed and the 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.

03.08.2022
Jasmine Kaur

(MANOJ BAJAJ)
JUDGE

Whether speaking/reasoned	Yes	No
Whether reportable	Yes	No