

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

**CWP-11589-2019 (O&M)  
Date of decision : 18.01.2023**

Davinder Singh

...Petitioner

Vs.

Chandigarh Administration through The Advisor To Administrator Union  
Territory Chandigarh and others

...Respondents

**CORAM:- HON'BLE MR. JUSTICE MANOJ BAJAJ**

Present: Mr. O. P. Goyal, Sr. Advocate with  
Ms. Parul Aggarwal, Advocate  
for the applicant-petitioner.

Mr. L.S. Virk, Advocate,  
for respondents No.1 to 3.

Mr. Yashpal Thakur, Advocate and  
Mr. Gaurav Arora, Advocate,  
for respondent No.4.

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**MANOJ BAJAJ, J.**

Petitioner-Davinder Singh has filed this writ petition under Article 226 Constitution of India for issuance of a writ in the nature of certiorari for quashing of order dated 14.03.2019 (Annexure P-11) passed by respondent No.3-The District Magistrate-cum-Appellate Authority, thereby affirming the order dated 10.1.2019 (Annexure P-9) passed by respondent No.2-Additional Deputy Commissioner-cum-Maintenance Tribunal, Chandigarh, whereby petitioner has been directed to hand over

possession of the first floor of House No.1703, Sector 34, Chandigarh, to respondent No.4.

Today, learned senior counsel for the petitioner has produced the copy of the compromise deed dated 17.01.2023 and states that during the pendency of this petition, respondent No.4-Inder Singh (father) and Davinder Singh (son) have voluntarily entered into a settlement. The relevant terms of Compromise Deed read as under:-

*“1. That the First Party shall stay on the ground floor with the elder son in a well furnished accommodation since he is not able to go upstairs because of his old age and pain in the knees.*

*2. That the First Party has also agreed not to receive any maintenance amount of Rs. 10,000 w.e.f. February, 2023 and also return Rs. 4,34,697/- to the Second Party for the maintenance, well-being and education of the family and the Children of the Second Party.*

*3. That the Second Party shall serve his father with devotion and dedication in his old age without giving any grievance on any account whatsoever to the First Party.*

*4. That it is also agreed between the First and the Second Party that the order dated 10-01-19 passed by Additional Deputy Commissioner cum Maintenance Tribunal and the order dated 14-03-19 passed by District Magistrate cum Appellate Authority may be considered to be nullified by this compromise between the parties and the application filed by the First Party before the Additional Deputy Commissioner cum Maintenance Tribunal may be considered to be withdrawn by the First Party.*

*5. That the Second Party undertakes to have the petition dismissed as withdrawn and the petition has thus become infructuous. This Hon 'ble Court may kindly dismiss the petition as withdrawn.”*

The above compromise is taken on record.

The petitioner and respondent No.4 are present in the Court

and their separate statements have been recorded, wherein they have admitted the compromise.

Learned counsel for the petitioner states that as per settlement arrived at between the parties, the present petition be disposed of.

The prayer is not opposed by learned counsel appearing on behalf of the respondents.

In view of the above, the impugned orders are set aside and it is directed that the respective possessory rights of the parties in the property in question shall be governed as per the terms and conditions of the compromise.

The petition is disposed of.

(MANOJ BAJAJ)  
JUDGE

18.01.2023  
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|-----------------------------|-----|----|
| Whether speaking/reasoned : | Yes | No |
| Whether Reportable :        | Yes | No |