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

CWP-13485-2020 (O&M)

Date of decision: 15.09.2023

Karanbir Singh

...Petitioner

Versus

Deputy Commissioner-cum-Chairman Maintenance Appellate Tribunal, Sirsa
and others

...Respondents

CORAM: HON'BLE MR. JUSTICE VIKAS BAHL

Present: Mr. Rajan Bansal, Advocate for the petitioner.

Mr. Amandeep Joshi, DAG, Haryana
for respondent Nos.1 and 2.

Ms. Promila Nain, Advocate for respondent No.3.

VIKAS BAHL, J. (ORAL)

1. This is a Civil Writ Petition filed under Articles 226/227 of the Constitution of India for the issuance of a writ, order or direction especially in the nature of certiorari for quashing the orders dated 27.07.2020 and 28.08.2020 (Annexures P-3 and P-5) passed by the respondents.

2. Respondent No.3-Jasbir Singh has filed a petition under Sections 5 and 23 of the Maintenance and Welfare of Senior Citizen Act, 2007 for claim of maintenance as well as for setting aside the registered transfer deed dated 28.12.2009 executed by respondent No.3-Jasbir Singh in favour of Karanbir Singh (petitioner) under blood relation registered in the office of

Sub-Registrar, Sirsa. The SDM, while exercising the powers of the Tribunal, vide order dated 27.07.2020, had allowed the said petition and cancelled the transfer deed dated 28.12.2009 and restrained the petitioner from interfering in the ownership and possession of the said land and further directed that the revenue record be corrected in favour of the respondent No.3. An appeal filed against the same by Karanbir Singh (petitioner herein) was dismissed by the Appellate Tribunal vide order dated 28.08.2020.

3. During the pendency of the present writ petition, learned counsel for the petitioner as well as counsel for respondent No.3 have jointly submitted that the matter has been compromised and a detailed compromise deed has been prepared which has been duly signed by the petitioner and respondent Nos.3 and 4 and other concerned persons. It has been jointly prayed that the present case be disposed of in terms of the said compromise.

4. The abovesaid compromise deed is taken on record and marked as “Annexure CX” along with map. The terms of the said compromise deed are reproduced hereinbelow:-

“COMPROMISE DEED

This deed of compromise is made between Karanbir Singh aged about 33 years son of Sh. Baljinder Singh resident of Village Baragudha, Tehsil and District Sirsa (Haryana (Hereinafter called party No. 1).

AND

1. *Jasbir Singh (aged 70 years) son of Sh. Gurnam Singh, resident of Village Baragudha, Tehsil and District Sirsa (Haryana).*

2. *Yadwinder Singh aged about 31 years son of Sh. Jasbir Singh, resident of Gali No. 11/1, Power House Road, Bhatinda (Punjab).*

3. Arshdeep Kaur aged about 35 years daughter of Sh. Jasbir Singh, resident of Gali No.11/1. Power House Road, Bhatinda (Punjab).

4. Amandeep Kaur aged about 31 years daughter of Sh. Jasbir Singh, resident of Gali No.11/1, Power House Road, Bhatinda (Punjab) (Hereinafter called party No.2)

Whereas, the disputes and differences arrived between both the parties with regard to the property/land measuring 38 Kanal 03 Marla comprised in Khewat No.2 Khatoni No. 2 to 4 Measuring 190 Kanal 17 Marla its 719/3813 share ie. 35 Kanal 19 Marla and Khewat No. 501 Khata No. 803 Rect. No. 179 Killa No. 9/2 measuring 07 kanal 14 marla its 227 share i.e. 2 Kanal 4 Marla situated at Village Baragudha District Sirsa (hereinafter referred to as the land in dispute between both the parties).

1. That both the parties with the intervention of family members, relatives and friends have entered into compromise to end all the Civil or Criminal litigations pending between both the parties relating to the above land in dispute on the following terms and conditions:-

- i) That the first party admits that the above land is ancestral land which is inherited by Jasbir Singh from his Grand Father. The children of Jasbir Singh i.e. Yadwinder Singh Arshdeep Kaur, Amandeep Kaur have birth right to inherit the aforesaid land and other properties being ancestral co-parcener property
- ii) That due to misunderstanding the dispute arose between Karanbir Singh and second party. The following cases are pending between both the parties before the Hon'ble High Court.
 - a) CWP No. 13485 of 2020 Karanbir Singh vs. Deputy Commissioner cum-Chairman Appellate Tribunal Sirsa and others fixed for 05.10.2023.
 - b) RSA No. 573 of 2021 Karanbir Singh vs.

Yadwinder Singh and others fixed for 18.10.2023.

Apart from the above two cases some misc. complaints were also moved by Jasbir Singh.

- iii) That first party has realised to return back the ancestral property in dispute to the second party without any consideration, coercion or pressure. Accordingly, second party has already taken the possession of the above property in dispute. It is also admitted between both the parties that necessary entries in the revenue record were already made in favour of second party i.e. the children of Jasbir Singh during the pendency of above litigations.*
- iv) That First Party admits that the property in dispute is ancestral property and undertakes not to claim any right over the above land ever which includes the legal heirs of the first party.*
- v) That second party also undertakes that they or their legal heirs will not claim any damages, rent or any amount from the first party for the period the first party possessed and cultivated the land and earned profit by selling the trees etc. by Karanbir Singh.*
- vi) That both the parties have entered into compromise without any pressure or coercion. This compromise deed is executed between both the parties and their family members to create peace and harmony in the families. Both the parties will be bound by the terms and conditions of this compromise deed.*

First Party 1

Sd/-Karanbir Singh

Second Party 2

*Sd/-1. Jasbir Singh
2. Yadwinder Singh
3. Arshdeep Kaur
4. Amandeep Kaur”*

5. A perusal of the same would show that Karanbir Singh-petitioner who is the first party in compromise has returned the property in

question back to the second party and the second party has already taken the possession of the land and necessary entries have been effected in the revenue record. Both the parties have submitted that the said compromise has been entered without any coercion or pressure and both the parties would be bound by the terms and conditions of the compromise.

6. Keeping in view the abovesaid compromise deed and joint prayer made by learned counsel for the parties, the present Civil Writ Petition is disposed of in terms of the compromise.

7. All the pending miscellaneous applications, if any, shall stand disposed of in view of the abovesaid order.

15.09.2023

Pawan

**(VIKAS BAHL)
JUDGE**

Whether speaking/reasoned:- Yes/No

Whether reportable:- Yes/No