

505

RSA-30-2016 (O&M)

**AMARJIT SINGH V/S SURINDER SINGH (NOW DECEASED)
THROUGH HIS LRS**

Present:- Mr. Aakash Singla, Advocate
for the appellant.
alongwith appellant in person.

Mr. Vikram Amarnath Garg, Advocate for
Dr. Surya Parkash, Advocate
for LR's of the respondent.
alongwith LR's of respondent in person.

Mr. Chandan Singh Advocate and
Mr. Divij Datt, Advocate
for the applicants (in CM Nos.8839-C & 8841-C of 2022)

CM-8839-C-2022

The application moved under Order 1 Rule 10 CPC for impleadment of the parties as respondents No.2 to 8 is dismissed being infructuous, as per statement of counsel for the applicants.

Main Case

Appellant-Amarjit Singh s/o Natha Singh is present. Legal representatives of Surinder Singh (deceased) namely Kuldeep Kaur wd/o Surinder Singh, Ravinder Singh s/o Surinder Singh, Kulwinder Kaur wd/o Shamsher Singh, s/o Surinder Singh, Ravinder Singh s/o Surinder Singh being GPA of Harsharan Singh s/o Shamsher Singh s/o Surinder Singh and Harman Kaur d/o Shamsher Singh s/o Surinder Singh are also present. The parties have compromised the entire dispute. Original Compromise Deed dated 07.01.2023 is Ex.C-1 and accompanying site plan is Ex.C2 and GPA of Harsharan Singh is Ex.C-3. Accordingly, the statements of the parties are recorded. Compromise Deed Ex.C-1 and site plan Ex. C-2 and copy of the Power of Attorney Ex.C3 are accepted on

file. Accordingly, in view of the statements of the parties and compromise deed Ex.C-1 and site plan Ex.C2, the decree is passed stating that the appellant-Amarjit Singh shall be entitled to land measuring 8 Kanal 8 Marla out of the suit land i.e. 11 Kanal 8 Marla of land being part of 46 Kanal 13 Marlas comprised in khewat/khata no. 1415/2376, 1416/2377, 1417/2378, 2379, 1418/2380, 1419/2381, 2382 and Khasra nos. 54//24/1, 55//6/2, 55//3/1, 503 min, 496, 54//14/1, 17/2, 23, 55//3/1 min, 505, 57//20 min, 21/2, 55//8 min, 56//16/1/1, 55//4/1 min, 5/1, 15/2 situated in the Revenue estate of Rajpura, Hadbast No.51, Distt. Patiala. The legal representatives of Surinder Singh (respondent in the RSA) shall be entitled to remaining of land measuring 3 Kanal, part of Khasra No. 55//8/1 (7-0) (0-35-41, 00) (Dimensions : Railway line road 139 Feet 8 inch, Rajpura City side 110 feet 6 inch, North 115 feet 8 Inch and Ambala side 174 feet 7 Inch) as defined in the site plan Ex.C2. The parties shall remain bound by the terms of the Compromise Deed Ex.C-1, site plan Ex.C-2. Compromise Deed Ex.C-1 and site plan Ex.C-2 be treated as part of the decree.

In view of the above, regular second appeal is disposed of accordingly.

All pending miscellaneous applications are also disposed of.

(K.C. GUPTA)
PRESIDENT

(B.C. GUPTA)
MEMBER

13.02.2023
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