

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

**RSA No. 3463 of 2015 (O&M)
DATE OF DECISION :- May 22, 2023**

Om Singh

...Appellant

Versus

Smt. Satto and another

...Respondents

CORAM: HON'BLE MR. JUSTICE H.S. MADAAN

Present:- Om Singh-appellant with
Mr. Vishal Garg Narwana, Advocate with
Mr. Sagar Sharma and Mr. Rajat Sheokand, Advocates.

Smt. Satto and Dharmender-respondents with
Mr. Avnish Mittal, Advocate.

C.M. No. 4932-C of 2023

1. This is an application for placing on record affidavit of appellant (Annexure P-27), affidavit of respondent No. 1 (Annexure P-28) and affidavit of respondent No. 2 (Annexure P-29) in support of the mutual compromise.
2. Heard.
3. Allowed. The documents be taken on record.

RSA No. 3463 of 2015

1. The matter has been compromised between the parties. The parties along with their counsel are present in the Court. They admit the compromise (Annexure A-26) which for convenience of reference is

exhibited as Ex. C-1. Their affidavits along with documents showing their identity have also been placed on record. The prayer is being made to dispose of the appeal in terms of this written compromise.

2. Briefly stated facts of the case are that appellant Om Singh had filed a suit against her step mother Smt. Satto defendant and her son Dharmender, step brother of the plaintiff asserting that previously Sh. Tek Chand, father of plaintiff and defendant Dharmender husband of defendant No.1 Smt. Satto was owner in possession of the suit property in the form of $\frac{1}{2}$ share in the agricultural land measuring 185 Kanals 16 marlas situated within revenue estate Village Sankhol, Tehsil Bahadurgarh, District Jhajjar as per jamabandi for the year 2000-2001. Thereafter Tek Chand had got his share separated and he became owner of 76 Kanal 13 marlas of land.

3. According to the plaintiff such land in the name of Tek Chand was ancestral co-parcenary property qua Tek Chand and his sons i.e. plaintiff Om Singh born from womb of his first wife Bharpai, on whose death he had got married with the defendant No.1 Smt. Satto, who had given birth to defendant No.2 Dharmender from loins of that Tek Chand. In that way, plaintiff had acquired interest in such land by reason of his birth in the family and as such was entitled to $\frac{1}{3}$ share in the entire land in the name of Sh. Tek Chand. However, Sh. Tek Chand under influence of his second wife Smt. Satto had suffered a collusive decree in her favour and on the basis thereof mutation No. 2783 was sanctioned, to cause prejudice to the rights of the plaintiff.

4. According to the plaintiff that decree was illegal, null and void. However Sh. Tek Chand had relinquished 160 share out of 929 share in the land equal to 39 kanal 0 marla in favour of Smt. Satto Devi by executing and getting registered release deed bearing document No.3712 dated 13.11.2002 at the back of the plaintiff and mutation No.3623 was sanctioned in her favour on the basis of release deed. That lease deed along with mutation sanctioned thereon had been challenged in the civil suit filed by Om Singh against Smt. Satto and Dharmender.

5. After contest the civil suit No. 320 of 2007 was decreed by the Court of Additional Civil Judge (Senior Division), Bahadurgarh vide judgment and decree dated 30.9.2011.

6. However, when the judgment and decree passed by the trial Court were challenged by defendant Smt. Satto by way of filing an appeal before the District Judge Jhajjar, the appeal was accepted. The impugned judgment and decree passed by the trial Court were set aside and suit filed by the plaintiff was dismissed by learned District Judge, Jhajjar vide judgment and decree dated 23.04.2015.

7. Feeling aggrieved, the plaintiff had approached this Court by filing an appeal, notice of which was given to the respondents, who had put in appearance through counsel.

8. However during the pendency of the appeal the parties have compromised the matter vide compromise Ex. C-1 execution of which is admitted by both of the parties.

9. Considering this compromise and the prayer made by the parties and their counsel, the appeal is allowed in terms of written compromise Ex. C-1. Consequently the judgment and decree passed by learned District Judge Jhajjar are accordingly modified. The parties shall remain bound by this written compromise Ex.C1 which is to be read as part of the decree sheet. The parties are left to bear their own costs.

(H.S. MADAAN)
JUDGE

May 22, 2023
p.singh

Whether speaking/reasoned	Yes/No
Whether Reportable	Yes/No