



IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

106+250

RSA-1069-2020 (O&M)
Date of Decision: 22.11.2024

Jasvir Singh
...Petitioner
Versus
Jaspal Singh and another
...Respondents

CORAM: HON'BLE MR. JUSTICE VIKAS SURI

Present:- Mr. Karan Gupta, Advocate, for the appellant.
Mr. Surjit Singh Sullar, Advocate, for respondent No.1.
Mr. Brajesh K. Sharma, Advocate, for respondent No.2.

VIKAS SURI, J. (ORAL)

CM-10128-C-2024

This is an application under Order 22 Rule 4 read with Section 151 CPC for impleading the legal representatives of deceased-respondent No.2 Balvir Singh.

For the averments made in the application supported by affidavit, the same is allowed, subject to all just exceptions. Accordingly, the persons mentioned in para 5 of the application are impleaded as legal representatives of deceased-respondent No.2 Balvir Singh for the purpose of pursuing the present appeal.

Amended memo of parties is taken on record.

CM stands disposed of.

CM-10970-C-2024

This is an application for placing on record affidavit dated



14.10.2024 of the plaintiff-respondent No.1.

Notice of the application.

Mr. Karan Gupta, Advocate and Mr. Brajesh K. Sharma, Advocate, accept notice on behalf of the non-applicants and raise no objection to the affidavit being taken on record.

Accordingly, the present application is allowed and the affidavit of plaintiff-respondent No.1, dated 14.10.2024, is taken on record.

CM stands disposed.

**CM-6003-C-2024 in/&
RSA-1069-2020 (O&M)**

1. The instant Regular Second Appeal has been preferred by defendant No.1-Jasvir Singh aggrieved by judgment and decree dated 12.05.2016 passed by learned Civil Judge (Junior Division), Sangrur, whereby the suit for possession by way of specific performance of agreement to sell dated 05.09.2006 with regard to suit land was decreed and also by judgment and decree dated 27.02.2020 passed by learned Additional District Judge, Sangrur, whereby the appeal thereagainst was dismissed returning concurrent findings.

2. The appellant has moved an application (CM-6003-C-2024) under Order 23 Rule 3 read with Section 151 CPC for withdrawal of the appeal/main case. Upon notice of the application, plaintiff-respondent No.1 has filed his affidavit dated 14.10.2024 acknowledging the compromise having been entered into between the parties on 29.09.2024. In para 6 of the aforesaid affidavit, plaintiff-respondent No.1 has deposed that his claim at



the time of filing civil suit bearing No.190 dated 08.06.2009 has been satisfied and he has no objection if the present appeal is allowed and the impugned judgments and decree passed by the Courts below are set aside.

3. Learned counsel for plaintiff-respondent No.1 further submits that he prays for withdrawal of the main civil suit itself in view of the aforesaid compromise.

4. Heard learned counsel for the parties and perused the record.

5. Perusal of the case file shows that the parties have effected a compromise on 29.09.2024 and relevant terms whereof read as under:-

“Whereas during the pendency of the said execution, the parties entered into compromise and it was agreed that the party no. 1 being decree holder had given up claim regarding 16 Kanal out of total suit property measuring 32 Kanal in village Longowal, Tehsil and District Sangrur. However, for remaining 16 Kanals, Jasvir Singh (party no. 2) **acting through his wife namely Gurjeet Kaur** had agreed to compensate the Jaspal Singh (party no. 1) being decree holder by making a payment of Rs. 24,50,000/- to party no. 2/ decree holder and at the same time, Jasvir Singh (party no. 2) **acting through his wife namely Gurjeet Kaur** had also compensated Balvir Singh (since deceased) through his LRs. by paying a sum of Rs. 9,50,000/- being balance sale consideration.

Whereas in light of the said compromise, since Jasvir Singh (party no. 2) **acting through his wife namely Gurjeet Kaur** paid Rs. 24,50,000/- to Jaspal Singh (party no.1) being decree holder and in lieu thereof, Jaspal Singh (party no. 1) gave a statement to the effect that the decree stands satisfied as in lieu of



thereof, Randeep Singh son of Balvir Singh had executed the sale deed in favour of Gurjit Kaur wife of Jasvir Singh on the instructions of Jaspal Singh / party no.1. Thus, after execution of the sale deed, Jaspal Singh/ party no.1 withdrew the said execution petition being fully satisfied vide order dated 23.02.2024. Copies of the statement suffered by Jaspal Singh (party no. 1) and order dated 23.02.2024 are appended herewith as **Annexure 'A'** and **Annexure 'B'**.

Whereas after receipt of Rs. 24,50,000/- to Jaspal Singh, party no.1/plaintiff/ decree holder nothing survives towards his claim by virtue of the judgment and decree so passed by the Court of Ld. Civil Judge (Junior Division) on 12.05.2016, which had been subsequently upheld vide judgment and decree dated 27.02.2020 passed by Ld. Addl. District Judge, Sangrur.

Whereas in pursuance of the said compromise, the execution also stands satisfied and the Court vide order dated 23.2.2024 (Annexure 'B') dismissed the execution petition as fully satisfied.

Whereas in pursuance of the aforesaid facts, nothing survives towards the claim of Jaspal Singh (party no.1) and as such the appeal preferred by Jasvir Singh (party no. 2) deserves to be allowed and the judgment and decree dated 12.05.2016 passed by Ld. Civil Judge (Jr. Division), Sangrur, subsequently affirmed by Ld. Addl. District Judge, Sangrur vide judgment and decree dated 27.02.2020, for specific performance may kindly be set aside being compromised.

Whereas, consequent to execution of the present compromise, no claim remains due in favour



of party no. 1 towards party no. 2 and 3 or their legal heirs in respect of the property which formed subject matter of suit.

Whereas, at the same time, it is pertinent to mention here that in order to avoid any complication or dispute in future, the present compromise deed is also being signed by Amandeep Kaur daughter of has Balvir Singh (party no. 3) in token of its correctness.

Whereas, this compromise has been executed so that the same can be used in time of need.”

6. In the light of the compromise deed dated 29.09.2024, affidavit dated 14.10.2024 filed by plaintiff-respondent No.1 and also the submissions noticed above, miscellaneous application (CM-6003-C-2024) is allowed and the judgment and decree dated 12.05.2016 passed by learned Civil Judge (Junior Division), Sangrur as well as judgment and decree dated 27.02.2020 passed by learned Additional District Judge, Sangrur, are set aside.

7. On oral prayer of learned counsel for plaintiff-respondent No.1, which has not been opposed by counsel opposite, plaintiff-respondent No.1 is permitted to withdraw his suit itself, in view of the compromise. Accordingly, the suit is dismissed as withdrawn.

8. The instant Regular Second Appeal is disposed of in aforesaid terms.

November 22, 2024
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(VIKAS SURI)
JUDGE

Whether speaking/reasoned	Yes/No
Whether reportable	Yes/No