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IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

FAO-2762-2017 (O&M)
Date of decision: 10.01.2024

Baljit Kaur
... Appellant

Vs.

Gurmeet Kaur @ Rani and others
... Respondents

CORAM: HON'BLE MR. JUSTICE SUDHIR SINGH
HON'BLE MR. JUSTICE HARSH BUNGER

Present: Mr. Rajdeep Singh Gill, Advocate
for the appellant.

Mr. Vinay Kumar Begra, Advocate
for respondents No.1 & 2.

SUDHIR SINGH, J. (ORAL)

CM-23197-CII-2023

For the reasons stated in the application, same is allowed and
Annexures A-1 to A-4 are taken on record. Exemption sought is granted.

FAO-2762-2017

1. Vide judgment and decree dated 01.03.2017 passed by the learned
District Judge, Family Court, Barnala, the suit filed by respondents No.1 & 2-
plaintiffs under Order 33 Rules 1 & 2 of the Code of Civil Procedure, 1908 for
recovery of maintenance allowance of Rs.3,000/- per month for plaintiff-
respondent No.1 and Rs.2,000/- per month for plaintiff-respondent No.2 by

creating charge over suit property and also for permanent injunction against the appellant-defendant No.2 and respondent No.3-defendant No.1, was decreed.

2. The facts, as stated by the appellant in the appeal, are not in dispute.

3. It is worth noticing that during pendency of the present appeal, vide order dated 21.03.2023, on the request made by learned counsel for the appellant that there is possibility of an amicable settlement between the parties, the matter was referred to the Mediation and Conciliation Centre of this Court. The Mediator has submitted a report dated 03.08.2023 that the matter stands settled between the parties.

4. The terms and conditions as contained in para No.6 of the settlement/compromise dated 03.08.2023 arrived at between the parties, would read as under: -

“6. The compromise is being effected between the first party and the second party on the following terms and conditions:

a) That the first party shall pay Rs.6,50,000/- i.e. total consideration of the second party's share namely Gurmeet Kaur @ Rani and her son Sukhpreet Singh (minor).

b) That it has been settled between the parties that the second party shall not make any claim over the land in question that has been purchased by the first party (the land measuring has already been given in the foregoing paragraphs).

c) That it has been settled between the parties that the second party shall not make any obstruction at the time of execution of inteqal (mutation) of the land as mentioned

above and will not interfere in the peaceful possession of the first party over the land in question.

d) It has been amicably settled between the parties that the first party shall pay the total consideration i.e. Rs.6,50,000/- to the second party in instalments which are as under:

(i) That today i.e. 03.08.2023, the first party is paying Rs.2,00,000/- by way of demand draft bearing No.004177 dated 02.08.2023 issued by Bank of India, Sahnewal Branch, District Ludhiana to the second party and the same has been received by the second party. A copy of the same is attached herewith as Annexure 'A'.

(ii) That further it has been decided that the first party will pay the remaining amount of Rs.4,50,000/- in two instalments i.e. Rs.2,50,000/- on or before 10.10.2023 and Rs.2,00,000/- on or before 11.12.2023.

e) It has been amicably settled between the parties that the second party shall not file any execution petition for the execution of the order/judgment/decreed dated 01.03.2017 passed by learned District Judge, Family Court, Barnala.

f) That it is necessary to submit that it has been amicably settled between the parties that till the satisfaction of the settled amount i.e. Rs.6,50,000/-, both the counsel of the parties shall submit a joint request before the Hon'ble Bench for adjourning the matter beyond the date of 11.12.2023.

7. By signing this settlement/compromise, the parties hereto state that they have no further claims or demands against each

other as all the disputes and differences in this regard have been amicably settled by the parties hereto through the process of Conciliation/Mediation and shall not institute any other case against each other with reference to the present claim.”

5. Learned counsel for contesting respondents No.1 & 2 has no objection if the present appeal is decided in terms of the aforesaid settlement/compromise.

6. After hearing learned counsel for the parties and considering the fact that the matter has amicably been resolved between the parties vide settlement/compromise dated 03.08.2023, present appeal is allowed and judgment and decree dated 01.03.2023 passed by learned District Judge, Family Court, Barnala is set aside.

7. However, it is clarified that the parties shall remain bound by the terms and conditions of the aforesaid settlement/compromise

8. Pending application(s), if any, shall stand disposed of.

[SUDHIR SINGH]
JUDGE

[HARSH BUNGER]
JUDGE

10.01.2024
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Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No