

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

279

RSA-653-2016 (O&M)
Date of decision: 05.03.2024

Prem Lata (since deceased) through LRs

...Appellant

Versus

Renu Bala and another

...Respondents

CORAM: HON'BLE MR. JUSTICE VIKAS SURI

Present: Mr. Gaurav Gogna, Advocate for the appellant(s).

Mr. Rahul Verma, Advocate and
Mr. Yagsimant Attri, Advocate for
Mr. Rajinder Goyal, Advocate for the respondents.

VIKAS SURI, J. (Oral)

1. The present regular second appeal has been preferred by the defendant aggrieved by the judgment and decree dated 08.02.2012 passed by Civil Judge (Jr. Divn.) Karnal, whereby the suit instituted by the plaintiff-respondent Nos.1 and 2 herein was decreed as well as the judgment and decree dated 08.10.2015, passed by the learned Additional District Judge, Karnal, whereby the appeal preferred against the judgment and decree passed by the trial Court, has also been dismissed.

2. Briefly stated, the respondent-plaintiffs are the widow and son of Rajesh Kumar, who is the deceased son of Hukam Chand and Prem Lata, the appellant-defendant herein. The respondent-plaintiffs had filed a suit for possession by way of partition, which was decreed by the trial Court and the appeal thereagainst was dismissed by the first appellate Court. Having lost before both the Courts below, the defendant is in

regular second appeal before this Court.

3. During the pendency of the instant regular second appeal, the appellant-defendant died on 28.12.2020, who is now represented through legal representatives. The legal representatives of the sole deceased appellant have since effected a compromise with the respondent-plaintiffs, which has been reduced into writing dated 26.02.2023. In view of the same, learned counsel for the appellant seeks disposal of the present appeal in terms of the compromise dated 26.02.2023 and the said prayer has been raised by way of CM-4200-C-2023. The aforesaid compromise is supported by the respective affidavits of the parties.

4. Upon notice of the application, learned counsel for the respondents sought time to verify the averments made in the said application.

4.1 Learned counsel for the respondents now submits that the compromise agreement has been acted upon by the parties and the respondents have received the consideration mentioned therein, by way of cheque, which has since been encashed. In the light of the same, the respondents have no objection to the aforesaid application being allowed and the appeal being disposed of in terms of the compromise deed dated 26.02.2023.

5. Heard learned counsel for the parties and perused the record with their able assistance.

6. Learned counsel for the appellant has filed the original compromise deed dated 26.02.2023 along with the accompanying affidavits, copy of which has been appended as Annexures A-2 to A-8

with CM-4200-C-2023. The same are taken on record and have been assigned Mark C-1 to Mark C-7. The terms & conditions contained in the aforesaid compromise deed dated 26.02.2023 (Mark C-1), reads as under:-

“1. That first party had paid pay lump-sum amount of Rs.7 Lakh to the second party by way of cheque No. 917131 dated 20.03.2023 drawn on State Bank of India, Grains Market Branch, Karnal which shall be encashed on its presentation.

2. That second party has agreed to withdraw the execution petition which is pending at Karnal, Haryana.

3. That second party has no objection if the RSA No.653 of 2016 titled as Prem Lata vs Renu Bala and another which is pending before the Punjab and Haryana High Court is allowed and the civil suit filed by the second party is dismissed, in terms of the present compromise.

4. That in the year 1994, Late Bh. Rajesh Gupta son of Hukam Chand had purchased about 31 sq yds of property which is subject matter of the present dispute. However, sale deed of only 9.62 sq yds was executed in favor of Late Sh. Rajesh Gupta. Now, second party has no objection if the first party or his family members get the sale deed of the remaining property i.e. 22 sq yds executed in their favor. Second party shall not claim any right or title in the same and will not interfere in the peaceful possession of the first party or his family members.

5. That second party undertakes not to claim any right, title or interest in the property which is subject matter of the CS 735 of 2011. Second party has no objection if the suit property is transferred on the name of first party.

6. That both the parties undertake that they alongwith their family members will not file any complaint, suit,

petition or any other criminal case against each other and against their family members in future.

7. That both the parties and their family members shall not interfere in the peaceful living of each other and both the parties would be free to move ahead in life in the manner they choose.

8. That both the parties and their legal heirs, relatives, agents shall abide by and bound by the terms and conditions of the present settlement and shall not claim anything against each other in violation to the same.

9. That present mutual settlement is being executed by both the parties with their free consent and without any force, pressure, or coercion.

10. That the contents of mutual settlement deed have been read over and explained to both the parties and after going through the same both the parties have put their signatures on it in the presence of the below stated witnesses in their proper state of mind.

11. That the present mutual settlement is made in duplicate, one copy for each party and each copy bearing the same legal effect.”

7. It is brought to notice of the Court that in lieu of the consideration received, the respondent-plaintiff Nos.1 and 2 have given up their decreed claim in favour of the appellant-defendant (through LRs) and therefore, it is prayed that the civil suit be dismissed, in terms of the compromise (Mark C-1).

8. Learned counsel for the parties are *ad idem* that the present appeal be disposed of in terms of the compromise deed dated 26.02.2023 and the same be made part of the decree.

9. Accordingly, taking into consideration the compromise effected and the consensus arrived at between the parties, the present

appeal is disposed of in terms of the compromise deed dated 26.02.2023 (Mark C-1), which will form part of the decree. The parties shall remain bound by the same.

10. No order as to costs.

March 05, 2024
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(VIKAS SURI)
JUDGE

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