

**RSA-2485-1994 (O&M) and
RSA-2484-1994 (O&M)**

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

(148)

1. RSA-2485-1994 (O&M)

Angrej Kaur (d) through LRAppellant

Versus

**Amar Singh (deceased) through his legal representatives
.....Respondent**

2. RSA-2484-1994 (O&M)

Angrej KaurAppellant

Versus

**Amar Singh (deceased) through his legal representatives
.....Respondent**

Date of decision: - 04.09.2025

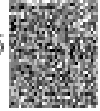
CORAM : HON'BLE MR. JUSTICE VIKAS BAHL

**Present:- Mr. Viren Sibal, Advocate,
for the appellant.**

**Mr. Ashish Gupta, Advocate
for the respondent.**

VIKAS BAHL, J. (ORAL)

**1. This order would dispose of two Regular Second Appeals.
One being RSA-2485-1994 titled as “Angrej Kaur (d) through LR Vs.
Amar Singh (deceased) through his legal representatives”.**



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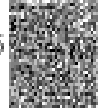
2. In the present appeal i.e. RSA-2485-1994, an application bearing CM-8708-C-2025 has been filed under Order 22 Rule 4 read with Section 151 CPC for impleading the legal representatives of respondent-Amar Singh.

3. For the reasons mentioned in the said application, which is duly supported by an affidavit, the same is allowed, subject to all just exceptions and sons of Amar Singh, as stated in para 2 of the application, are ordered to be impleaded as legal representatives of respondent-Amar Singh (since deceased). The amended memo of parties is taken on record. It is clarified that this Court has not adjudicated upon the right of the estate of the respondent and the legal representatives have been impleaded only to pursue the present appeal.

4. Second appeal being RSA-2484-1994 titled as “Angrej Kaur (d) through LR Vs. Amar Singh (deceased) through his legal representatives”.

5. In the said appeal i.e. RSA-2484-1994, an application bearing CM-8709-C-2025 has been filed under Order 22 Rule 4 read with Section 151 CPC for impleading the legal representatives of respondent-Amar Singh.

6. For the reasons mentioned in the said application, which is duly supported by an affidavit, the same is allowed, subject to all just exceptions and sons of Amar Singh, as stated in para 2 of the application, are ordered to be impleaded as legal representatives of respondent-Amar



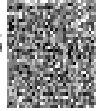
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Singh (since deceased). The amended memo of parties is taken on record. It is clarified that this Court has not adjudicated upon the right of the estate of the respondent and the legal representatives have been impleaded only to pursue the present appeal.

7. With respect to the suit land, one suit for declaration i.e. Civil Suit No.T-6/4-2-1989 was filed by Angrej Kaur against Bachan Singh. With respect to the same suit land, Civil Suit No.T-4/8-9-1988 was filed by Bachan Singh against Angrez Kaur. A perusal of the judgment of the trial Court dated 28.10.1991 would show that both the suits were consolidated. The suit filed by Bachan Singh was decreed vide judgment dated 28.10.1991 and he was declared to be owner of the suit land and the defendant Angrez Kaur was restrained from interfering in his peaceful possession, except in due course of law. The suit filed by Angrej Kaur was dismissed vide a separate judgment of even date i.e. 28.10.1991. Angrej Kaur filed two civil appeals i.e., Civil Appeal No.234 and Civil Appeal No.235 and both the said appeals were dismissed vide judgment dated 18.03.1994. Thereafter, challenging both the said judgments, two separate appeals were filed, one being RSA-2484-1994 and another being RSA-2485-1994. It is not in dispute that the parties in both the cases are the same and the suit land is also the same.

8. During the course of hearing, learned counsel representing the appellant as well as the respondent have jointly submitted that there has been a settlement between the parties, which is without coercion and



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an agreement of mutual decision, which is in vernacular, has been handed over to the Court during the course of arguments, which is taken on record and has been marked as 'Mark A'. Both the counsel have also jointly submitted a true translation of the said vernacular, which is also taken on record and has been marked as 'Mark B'. The terms of the said agreement, which have been duly translated, has been handed over by both the counsel jointly before this Court are reproduced herein-below: -

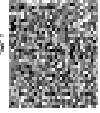
“AGREEMENT OF MUTUAL DECISION

We, Naib Singh (Aadhaar Card No. 9106 5645 7409), Gurcharan Singh (Aadhaar Card No. 8103 5963 3156), and Jaganahar Singh alias Jang Singh (Aadhaar Card No. 5197 2980 7002), sons of the late Shri Amar Singh, son of Bachan Singh, residents of village Pathar Majra, Tehsil and District Rupnagar, are the First Party.

I, Manjinder Singh, son of the late Shrimati Angrej Kaur, wife of Gurmel Singh, a resident of village Pathreri Jatta, Tehsil Shri Chamkaur Sahib, District Rupnagar, am the Second Party.

The First Party and the Second Party had a case in the Honorable High Court of Punjab and Haryana at Chandigarh, Case R.S.A. No. 2484 of 1994, R.S.A. No. 2485 of 1994. The Second Party, represented by Mata Angrej Kaur and Gurmel Singh versus Amar Singh, son of Bachan Singh, had a stay order on the land. This land is recorded in the revenue records Khasra No. 29//10/1 (2-7), Khewat/Khatouni No. 336/375, located in village Pathreri Jatta, Had Bast No. 169, Jamabandi year 2020-2021, Tehsil Chamkaur Sahib, District Rupnagar. The First and Second parties have now reached a mutual agreement as follows:

- 1. The First Party has agreed to sell this land, measuring 2 kanal*

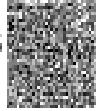


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and 7 marle, to the Second Party for a total of ₹6,75,000 (Six Lakh Seventy-five Thousand Rupees). This entire amount will be paid by the Second Party to the First Party via checks, to which the First Party members Naib Singh, Gurcharan Singh, and Jaganahar Singh alias Jang Singh, sons of Amar Singh, have no objection. The First Party will collect the payment from the Second Party.

- 2. Before the registry of this land, the Second Party will give the checks to the First Party. The First Party will be bound to proceed with the registry only after the checks are cashed.*
- 3. The heirs of Amar Singh are Naib Singh, Gurcharan Singh, and Jaganahar Singh alias Jang Singh. The will of Amar Singh is attached with document number 159/3.*
- 4. Until the registry is completed, the case will remain pending.*
- 5. The First Party members Naib Singh, Gurcharan Singh, and Jaganahar Singh alias Jang Singh, sons of Amar Singh, agree that they are bound to sell the aforementioned land to the Second Party, Manjinder Singh, for the stated amount of ₹6,75,000 (Six Lakh Seventy-five Thousand Rupees) and will not register this land to any other party. If they do, the Second Party may take appropriate legal action against the First Party through the court.*
- 6. If the First Party, Naib Singh, Gurcharan Singh, and Jaganahar Singh alias Jang Singh, sons of Amar Singh, refuses to register the sale of the aforementioned land in the name of the Second Party, they will be obligated to pay the Second Party a penalty of ₹13,50,000 (Thirteen Lakh Fifty Thousand Rupees) with an interest of 12%. Neither the First Party nor their heirs will have any objection regarding this. The First Party, Naib Singh, Gurcharan Singh, and Jaganahar Singh alias Jang Singh, sons of Amar Singh, or their heirs will not file any case in this regard.*
- 7. If either party refuses to abide by this agreement, the condition of the ₹13,50,000 penalty will apply to both parties.*



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Therefore, this mutual agreement has been written with the consent of both parties in the presence of witnesses, and both parties have signed it in the presence of the witnesses. They have accepted and approved it.

Signatures

First Party

Jaganahar Singh alias Jang Singh (Aadhaar No. 5197 2980 7002)

Naib Singh (Aadhaar No. 9106 5645 7409)

Gurcharan Singh (Aadhaar No. 8103 5963 3156)

Second Party

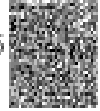
Manjinder Singh

Witnesses

Witness 1: Gurvinder Singh (Aadhaar No. 429391-4737-35145)

Witness 2: Gursewak Singh, son of Surinder Singh, resident of Bhagwantpur, District Kapurthala (Aadhaar No. 7009310209)”

A perusal of the agreement/compromise would show that the legal representatives of Amar Singh were the first party and they have agreed to sell the land in question to the legal representatives of Angrej Kaur for a total amount of Rs.6,75,000/-. The details of the compromise have been mentioned in the above-said agreement. It has been jointly submitted that in view of the said agreement, the present appellant be permitted to withdraw the present appeals as the matters have been compromised and that all the parties concerned be bound by the terms of the said compromise. It is further submitted that in case any of the parties back track from the said terms, then, liberty be granted to both the parties



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to revive the present appeals and/or to seek any other remedy in accordance with law.

9. Keeping in view the above-said facts and circumstances and the joint prayer made before this Court and also the fact that the compromise has been effected between the parties, the present appellant is permitted to withdraw the present appeals in view of the above-said compromise. As has been stated before this Court, all the parties concerned would be bound by the terms of the said agreement/compromise and in case any of the parties back track from the said compromise/agreement, then, they would be at liberty to move an application for revival of the present appeals and/or also to seek any other remedy in accordance with law.

September 04, 2025
naresh.k

**(VIKAS BAHL)
JUDGE**

Whether reasoned/speaking?
Whether reportable?

Yes
No