



123

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

CR-1183-2025

Date of decision: 17.03.2025

Paramjit Singh

...Petitioner

Versus

Jagjit Singh and others

...Respondents

CORAM: HON'BLE MR. JUSTICE VIKAS BAHL

Present: Mr. Ashish Aggarwal, Sr. Advocate with
Mr. Vaibhav Sehgal, Advocate and
Mr. Akshat Kalia, Advocate and
Mr. Saket Bhandari, Advocate for the petitioner.

Mr. Ankur Ghai, Advocate and
Mr. Nitin Sachdeva, Advocate for the respondents.

VIKAS BAHL, J. (ORAL)

1. This is a revision petition filed under Article 227 of the Constitution of India for setting aside the impugned order dated 04.02.2025 (Annexure P-13) passed by the Civil Judge (Junior Division), Ludhiana vide which the objections filed by the petitioner have been dismissed.

2. On 25.02.2025, this Court had passed the following order:-

*“Present:- Mr. Ashish Aggarwal, Senior Advocate, with
Mr. Vaibhav Sehgal, Advocate for the petitioner.
Mr. Ankur Ghai, Advocate, and
Mr. Nitin Sachdeva, Advocate,
for the caveator/respondents.*



Learned senior counsel for the petitioner as well as learned counsel for the caveator/respondents have jointly prayed for an adjournment to get instructions in the matter. It is further jointly submitted that both the parties would take a date beyond the date fixed by this Court before the Executing Court.

Adjourned to 17.03.2025.

To be taken in the urgent list.

February 25, 2025”

3. Learned Senior Counsel for the petitioner as well as learned counsel for the respondents have jointly submitted that the matter has been compromised between the parties and a copy of the compromise deed has been handed over to this Court during the course of arguments, which is taken on record and marked as Mark “A”. It is jointly submitted that as per the said compromise, preliminary decree with respect to the property in question was drawn on 15.03.2019, as per which, all the parties were declared to be the owners to the extent of 1/5th share in the property in question. It is submitted that the respondents have valued the property to be Rs.5,06,44,000/- and the petitioner has agreed to pay a sum of Rs.4,05,15,200/- to the respondents within a period of five months from today and the details of the payment have been mentioned in Clause (I) of the said compromise deed. It is further submitted that after the entire amount is paid, the petitioner would become exclusive owner of the property in question and registered sale deed would be executed in his favour. Under Clause (K), it is stated that in case the petitioner fails to make the said payment then rights have been given to the respondents to proceed



with the execution and also to pay the valuation of the share of the petitioner as per the valuation report mentioned in the compromise deed and take the possession of the property. It is stated that the said compromise has been executed between the parties with their free will and volition and without any pressure, threat or fear. It has been jointly prayed before this Court that in view of the said compromise, the impugned order be set aside and the present revision petition be disposed of as having been compromised. It is further submitted that both the parties would be bound by the said compromise.

4. Keeping in view the above said facts and circumstances and also the fact that it has been jointly stated that the matter has been compromised vide compromise deed dated 17.03.2025 (Mark "A"), the impugned order dated 04.02.2025 (Annexure P-13) is set aside and the present revision petition is disposed of in terms of the compromise deed dated 17.03.2025 (Mark "A"). All the parties concerned would be bound by the terms of the said compromise.

5. All the pending miscellaneous applications, if any, shall stand disposed of in view of the abovesaid order.

17.03.2025

Pawan

**(VIKAS BAHL)
JUDGE**

Whether speaking/reasoned:-

Yes/No

Whether reportable:-

Yes/No