



IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

102

RSA-1989-2005 (O&M)
Date of Decision: 07.01.2025

Dharamveer Singh
...Appellant

Versus

Gurgal and others
...Respondents

CORAM: HON'BLE MR. JUSTICE VIKAS SURI

Present: Mr. Aryaman Thakur, Advocate for
Mr. Chetan Salathia, Advocate, for the appellant.

Mr. Sanjeev Manrai, Senior Advocate with
Mr. Rohit Bhardwaj, Advocate, for respondent No.1.

VIKAS SURI, J. (ORAL)

On oral prayer of learned counsel for applicant-respondent No.1, the application bearing No.CM-9302-C-2024 is preponed from 14.02.2025 to today and the same is taken on board.

CM-9302-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.1 Gurgal.

Notice of the application to learned counsel for the non-applicant.

Mr. Aryaman Thakur, Advocate appearing for Mr. Chetan Salathia, Advocate, accepts notice on behalf of the non-applicant/appellant



and raises no objection to the legal representatives being brought on record.

It is pleaded that respondent No.1 died on 08.05.2024 and is survived by his widow, two sons and two daughters, mentioned in para 2 of the application and except them, there is no other legal representative of respondent No.1.

For the averments made in the application, supported by affidavit of one of the sons of deceased-respondent No.1, the same is allowed subject to all just exceptions. Accordingly, the persons mentioned in para 2 of the application are impleaded as legal representatives of deceased-respondent No.1 for the purpose of pursuing the present appeal.

Amended memo of parties is taken on record.

CM stands disposed of.

RSA-1989-2005 (O&M)

1. In this regular second appeal, an application (CM-12129-C-2024) under Order 23 Rule 3 read with Section 151 CPC for disposal of the appeal in terms of compromise dated 23.11.2024 (Annexure A-1) has been filed.
2. Notice of the application to learned counsel for the non-applicant.
3. Mr. Rohit Bhardwaj, Advocate, accepts notice on behalf of legal representatives of respondent No.1 and raises no objection to the disposal of the main appeal in terms of compromise scribed on 21.10.2024 and attested on 23.11.2024 (Annexure A-1).



4. It is pleaded in the application that both the parties have amicably settled the dispute amongst themselves and they have no objection if the present appeal is disposed of in terms of the said compromise.

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

6. Perusal of the record would show that respondent No.1-Gurgal filed a suit for possession by way of specific performance of the agreement to sell dated 18.02.1997 with regard to the suit property. The suit was decreed in favour of plaintiff-respondent No.1 vide judgment and decree dated 06.12.2003. The appeal preferred by the subsequent vendor-defendant No.4 was dismissed by the lower Appellate Court vide judgment and decree dated 03.01.2005. Aggrieved by the aforesaid, defendant No.4 preferred the present Regular Second Appeal.

7. It is not disputed that defendant Nos.1 to 3 are the legal heirs of one Latoor, i.e. vendor, who had executed the agreement to sell dated 18.02.1997, which was to be completed on or before 18.08.1997. A week prior thereto i.e. on 11.08.1997, Latoor the original owner of the suit property died. It was also pleaded that after execution of the agreement to sell noticed above, Latoor had allegedly transferred the suit property in favour of defendant No.4-appellant herein, vide sale deed dated 03.04.1997. During the pendency of the present appeal, a compromise dated 23.11.2024 (Annexure A-1) has been entered into between the litigating parties, i.e. legal representatives of the plaintiff and defendant No.4-appellant herein.



Along with the present application, the respective affidavits of all legal representatives of the plaintiff have been appended, as Annexures A-2 to A-6. In the similarly worded affidavits (supra), it has been categorically averred that the plaintiff/non-applicants will have no objection if the present appeal (RSA-1989-2005) is decreed in terms of compromise dated 21.10.2024 arrived at between the parties, which has been attested on 23.11.2024. The substance of the compromise, effected between the contesting parties, is contained in para 5 thereof, which reads as thus:-

“5. That now with the intervention of respectable & friends, a compromise has been arrived at between the parties. As per the compromise out of total land measuring 21K-9M, Legal Representatives of Gurgal will get executed their sale deed through court to the extent of 8K in Rect No. 105/11 and 2K-15M in 19/1 min (South) total area 10K-15M and the sale deed dated 03.04.1997 executed by Latoor in favour of Dharamveer s/o Teji will hold valid to the extent of 7K-16M in Rect No. 105/12 and 2K-8M in 19/1 min (north) total land measuring 10K-14M. Both the parties admit the terms of compromise and the second party will not seek execution of the sale deed beyond the terms of compromise. The area shown as green in the site plan will come to share of LR's of Gurgal and area shown as blue will come to share of Dharamveer s/o Teji. The site plan attached with this compromise may kindly be read as part and parcel of this compromise. Dharamveer-Appellant shall deliver the vacant possession of the share as indicated above to legal representatives of Gurgal-Respondent.”



8. For the reasons mentioned in the application (CM-12129-C-2024) and the submissions noticed above, the same is allowed.
9. With the consent of learned counsel for the parties, the Regular Second Appeal is taken on board for hearing and the same is disposed of in terms of compromise dated 23.11.2024 (Annexure A-1) effected between the legal representatives of the plaintiff and defendant No.4. Alongwith the aforesaid compromise, a site plan of the suit property has also been appended. The said compromise dated 21.10.2024/23.11.2024 (Annexure A-1) along with site plan annexed thereto shall form a part of decree and the concerned parties will remain bound by the same.
10. Regular second appeal stands disposed of in the aforesaid terms.
11. Pending applications, if any, also stand disposed of.

January 07, 2025
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(VIKAS SURI)
JUDGE

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