

2025:PHHC:120849



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

**CWP-18780-2025
Date of Decision: 04.09.2025**

Des Raj and another

..... Petitioners

Versus

Superintending Canal Officer, Ferozepur and others

..... Respondents

CORAM: HON'BLE MR. JUSTICE HARSH BUNGER

Present: Mr. Ashok Kumar Sama, Advocate
for the petitioners.

Mr. Nirmaljit Singh Diwana, Senior DAG, Punjab.

Mr. S.P.S. Tinna, Advocate and
Ms. Geeta, Advocate
for respondent No.3.

HARSH BUNGER J. (ORAL)

Petition herein is, *inter alia*, seeking a writ in the nature of Certiorari for setting aside order dated 21.04.2025/20.05.2025 (Annexure P-2) passed by the learned Superintending Canal Officer, Ferozepur Canal Circle, Ferozepur, whereby order dated 07.01.2025 (Annexure P-1) passed by the learned Divisional Canal Officer, Abohar, District Fazilka, has been reversed.

2. The present matter was referred to the Mediation and

Conciliation Centre of this Court for exploring the possibility of an amicable settlement between the parties. A report has been received from the Mediation and Conciliation Centre, indicating that the dispute has been amicably resolved between the parties through a Settlement/Agreement dated 11.08.2025, which reads as under:-

***“MEDIATION AND CONCILIATION CENTRE OF PUNJAB
AND HARYANA HIGH COURT, CHANDIGARH***

Mediation Case No.10195 of 2025

Re:CWP-18780 of 2025

Des Raj and another

Vs.

Superintending Canal Officer, Ferozepur and others

Present:- Both the parties.

SETTLEMENT/AGREEMENT

This SETTLEMENT/AGREEMENT is entered into between

1. Des Raj aged 66 years son of Sh. Pallu Ram, resident of village Mohla, Tehsil Malout, District Sri Muktsar Sahib, Punjab having Aadhaar No.2539-2713-0534

2. Gurmukh Singh aged 58 years son of Sh. Davinder Singh, resident of village Mohla, Tehsil Malout, District Sri Muktsar Sahib, Punjab having Aadhaar No.9402-4003-6213

...First Party

AND

Davinder Singh aged 62 years son of Sh. Darshan Singh, resident of village Mohla, Tehsil Malout, District Sri Muktsar Sahib, Punjab having Aadhaar No.9080-5661-3460

...Second Party

on this day of 11th August, 2025

WHEREAS

1. That the matter was referred to Mediation & Conciliation Centre vide an order dated 28.07.2025 in the Hon'ble High Court of Hon'ble Mr. Justice Harsh Bunker.

2. The parties agreed that Mr. Atul Lakhanpal, Advocate would act as their Conciliator/Mediator in the matter of Mediation

and Conciliation proceedings.

- 3. That in nutshell, the dispute inter se the parties is regarding use of canal water course following in Murabba No.103, Killa Nos.11, 12, 13 and 14 owned by party No.1 and killa Nos.7, 8, 9 and 10 owned by party No.2. The water course was running in the Killa Numbers of Party No.1 which on measurement came to be known that it has to run in the common crease of the above referred killa numbers of both the parties.*
- 4. That the first party has filed the CWP No.18780 of 2025 challenging the orders passed by the Superintending Canal Officer, Ferozepur vide which the order of the learned DCO agreeing for water course to run in the common crease has been set aside.*
- 5. Two mediation proceedings were held during the process of Conciliation/Mediation on 07.08.2025 and 11.08.2025 i.e. today. The parties have with the assistance of the Mediator/Conciliator voluntarily arrived at an amicable solution resolving the above mentioned disputes and differences.*
- 6. The parties hereto confirm and declare that they have voluntarily and of their own free will arrived at this Settlement/Agreement in the presence of the Mediator/Conciliator.*
- 7. That both the parties have agreed to settle the dispute on the following terms:*
 - a) That both the parties have agreed that the water course mogha No. (Outlet No.) 19920/L, Kundal Minor Village Mohla, District Sri Muktsar Sahib running in Murabba No.103, Killa Nos.11, 12, 13 and 14 owned by party No.1 and killa Nos.7, 8, 9 and 10 owned by party No.2 will now be dug/carved out from the middle/common crease of the above referred killa numbers in equal shares for example two feet from killa numbers 11, 12, 13 and 14 and two feet from killa numbers 7, 8, 9 and 10.*
 - b) That both the parties have agreed that the water course will be made pucca under the NREGA Scheme, the*

expenses of which will be borne by both the parties as per their share in the land.

c) That there will be two water nakkas in each acre for both the parties for irrigation of their land i.e. there will be total 8 nakkas of the entire joint water course.

d) That it has also been agreed that both the parties are allowed to use the water course for running tube-well water also i.e. party No.1, consisting of two partners will be allowed to run the tube-well water in the water course for four days and party No.2 will be allowed to run the tube-well water in the water course for three days.

e) That all the parties agreed that till the water course is not made pucca they will clean the water course i.e. one and a half acres each.

f) That it has been further agreed that if Des Raj of first party will use the water course for 4th acre for further transmission/irrigation then he will clean the half of the water course.

g) That both parties have agreed that the water course in dispute will not be used by any other party except the parties to the agreement.

h) That both the parties have agreed that they will not do any action in any manner which can harm the water course.

8. It has been further mutually agreed by both the parties that if any complaint/case is pending before any competent Court of law/authority, which is not in the knowledge of either of the parties or has escaped their attention shall also be withdrawn by them.

9. By signing this settlement/Agreement the parties hereto state that they have no further claims or demands against each other and 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 dispute.

10. That the parties undertake before this Hon'ble Court to abide

by the terms and conditions set out in the agreement and not to dispute the same hereinafter in future.

11. That the parties to this agreement hereby state that they have read the agreement, that they have understood the contents thereof and their execution of agreement is voluntary. Each party has relied upon or has had the opportunity to seek legal advice of their counsel.

12. With the execution of this agreement, each signatory acknowledges receipt of fully executed duplicate/original of this agreement.

13. That it has been further agreed between the parties that in case of necessity, both the parties shall be free to present the copy of the above compromise before any authority or Court if the same is required to witness the execution of the compromise or to settle any pending controversy between the parties.

14. Self attested photo copies of Aadhar Cards of both the parties and Special Power of Attorney of the second party, are attached with this settlement.”

3. Keeping in view the aforesaid Settlement/Agreement dated 11.08.2025 arrived at between the parties, the present writ petition is disposed of in terms thereof. The parties shall remain bound by the terms and conditions of the said settlement.

4. All the pending application(s), if any, shall also stand closed.

04.09.2025

Apurva

(HARSH BUNGER)
JUDGE

1. Whether speaking/reasoned : Yes/No

2. Whether reportable : Yes/No