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

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Date of Decision:29.05.2025

PROMILA DEVI

-PETITIONER

V/S

LOK ADALAT, CHANDIGARH AND OTHERS

-RESPONDENTS

CORAM: HON'BLE MR. JUSTICE KULDEEP TIWARI

Present: Mr. Akshay Bhan, Sr. Advocate with
Mr. Rohit Nagpal, Advocate,
for the petitioner.

Mr. Vijay Kumar Jindal, Sr. Advocate with
Mr. Akshay Jindal, Mr. Abhishek Shukla,
Mr.Shoryaveer Vashist, Advocates
for respondents no.2 and 3.

Respondent no.4 in person with
Mr. Aditya Jain, Advocate.

Mr. Sarvesh Kumar Gupta, Advocate for
Mr. S.S.Rana, Advocate,
for respondents no.5 to 7.

KULDEEP TIWARI, J.(ORAL)

1. Through the instant petition, challenge is thrown to the
Award 01.06.2023 (Annexure P-4), as passed by the Lok Adalat,
Chandigarh (respondent no.1).

2. The prayer, as encapsulated in the instant petition, filed

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under Article 226/227 of the Constitution of India, is that the Lok Adalat, Chandigarh (respondent no.1) cannot pass the Award (*supra*), on the basis of a compromise, as the petitioner's husband, who was owner to the extent of 1/3rd share of the suit property, had died on 13.05.2007, therefore, question of her husband's consent did not arise to enter into such compromise.

3. At the outset, learned senior counsel appearing on behalf of respondents no.2 and 3, informs this Court that during the pendency of the instant petition, unfortunately, the demise of respondent no.2-Des Raj, has occurred on dated 21.09.2020. He further informs that respondent no.2, is duly represented by his legal heir respondent no.3-Rajesh Walia.

4. He further informs this Court by placing on record an affidavit of respondent no.3-Rajesh Walia (son of Des Raj), that apart from the persons, as mentioned in paragraph no.4 thereof, there are no other legal heirs of respondent no.2, and as per the Will of deceased respondent no.2-Des Raj, the property in dispute falls in the share of respondent no.3-Rajesh Walia. Therefore, there is no necessity to implead other legal heirs in the array of respondents. The affidavit alongwith a photocopy of the Will dated 06.03.2013, is taken on record as Mark 'A'. The Registry of this Court is ordered to tag the same at an appropriate place in case file.

5. Before this Court proceed further it is apt to give the factual background of the instant *lis*.

i. Earlier Des Raj, and his son Rajesh Walia

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(respondent no.2 and 3 respectively herein), filed a suit civil suit bearing No.206 of 07.06.2024, for possession as owner by way of a specific performance of agreement to sell dated 23.07.2003, pertaining to the immovable property, i.e. No.2132, Sector-15-C, Chandigarh, and in alternate for recovery of Rs.40 lakhs as liquidated damages as double the amount of earnest money, against Rajiv Kataria (respondent no.4) and Puran Singh son of Jamiat Singh (husband of present petitioner).

ii. During the pendency of the suit, the matter was compromised between the parties plaintiffs-Des Raj and Rajesh Walia (respondents no.2 and 3 herein) and defendant no.1-Rajiv Kataria (respondent no.4 herein), and thereupon, their respective statements were duly got recorded, and on the basis of the said statements, the Lok Adalat, Chandigarh, passed the impugned Award dated 01.06.2013.

iii. A study survey of the Award (*supra*), reflects that the compromise was effected on the following terms and conditions:-

a) Rajiv Kataria-defendant no.1, has agreed to pay a total amount of Rs.1.65 crores, on or before 31.10.2013, and failing which the suit of the plaintiffs shall be deemed to be decreed with cost.

b) Rajiv Kataria-defendant no.1 will not sell the



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house in question to anyone for 10 years, and if at all, he intends to sell it, then he shall be selling it only to the plaintiffs (respondents no.2 and 3 herein).

c) The aforesaid settlement, was also made binding upon all the parties to the *lis*.

iv. In view of the compromise (*supra*), the suit was disposed of as per the settlement, by the Lok Adalat, Chandigarh (respondent no.1)

6. Now the wife of late Puran Singh (defendant no.2), has challenged the impugned Award (*supra*) on the ground that her late husband was not party to the compromise (*supra*), therefore, the same has no binding effects on her rights, and the rights of other legal heirs of late Puran Singh, who have arrayed as respondents no.5 to 7 in instant petition.

7. The instant petition remained pending before this Court, since the year 2018, and during the pendency thereof, again a fresh compromise was effected between all the parties concerned.

8. Rajiv Kataria (respondent no.4 herein), who is present in person, submits that, now, the matter has been amicably settled, and he is ready and willing to pay a sum of Rs.5.50 crores to respondent no.3 (Rajesh Walia) and the legal heirs of Des Raj (respondent no.2), to bring an end to the Lok Adalat Award (*supra*), and other conditions stipulated therein. To this effect, he has sworn his affidavit dated 29.05.2025, which

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is taken on record as Mark 'B', wherein he further undertook to pay the aforesaid amount of Rs.5.50 crores, as per the schedule mentioned in paragraph no.3 of the affidavit, which is extracted hereinafter:-

- i. Rs.1,00,00,000/- (one crore), on or before 31.07.2025
- ii. Rs. 1,00,00,000/- (one crore), on or before 30.09.2025
- iii. Rs. 1,00,00,000/- (one crore), on or before 30.11.2025
- iv. Rs. 2,50,00,000/- (two crore fifty lakhs), on or before 31.12.2025

9. Mr.Rajiv Kataria (respondent no.4), further submits in the affidavit (*supra*), that upon making entire payment as per schedule (*supra*) the Award (*supra*), be set aside and the conditions stipulated therein, which are applicable even on payment of the whole amount, to be held no more applicable between the parties concerned.

10. Learned counsel for the petitioner submits that the instant petition has been filed through GPA Dharampal Singh, son of Jamit Singh, and on a specific instructions, he does not have any objection with regard to the settlement arrived at between respondents no.2, 3 and 4. He also submits that petitioner is ready and willing to withdraw the instant petition, in case the compromise is acceptable to respondents no.2, 3 and 4. To support his submissions, he has filed an affidavit sworn-in by GPA Dharampal Singh, today in Court, which is also ordered to be taken on record as Mark 'C'.

11. Further, learned counsel appearing on behalf of respondents 5 to 7, who are the legal heirs of deceased Puran Singh, also submits that they also have no objection in case the compromise arrived at between the parties concerned, be given effect.



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12. Learned senior counsel appearing on behalf of respondents no.2 and 3, submits that the affidavit sworn-in by Rajiv Kataria (respondent no.4), be considered as his undertaking, and further, in case of violation of any of the terms and conditions mentioned of his affidavit, at any stage, the suit filed by plaintiffs (respondents no.2 and 3 herein), be deemed to be decreed in view of the impugned Award.

13. He, finally, submits that Rajesh Walia (respondent no.3), will not be responsible for any *inter se* claim between petitioner, respondent no.4, and respondents no.5 to 7 (who are in relation to each other).

14. In view of the above facts and submissions, as made by learned counsel for the parties concerned, this Court proceed to dispose of the instant matter, by substituting the impugned Award (*supra*), with the hereinafter order:-

i. That Rajiv Kataria (respondent no.4), in view of the para 3 of affidavit Mark 'B', will pay a sum of Rs.5.50 crores to Rajesh Walia (respondent no.3), by way of bank transfer in the bank account (No.2050136388, IFSC-KKBK0000296, Kotak Mahindra Bank, Sector-22-C, Chandigarh), of respondent no.3.

ii. That on completion of the aforesaid payment, the restrictions/conditions, as imposed by respondent no.1-Lok Adalat, Chandigarh, upon Rajiv Kataria (respondent no.4), to the effect that property in dispute would not be sold to anyone except respondents no.2 and 3, shall also be deemed to have been waived.

iii. That the affidavit sworn-in by Rajiv Kataria (respondent no.4), is to be considered as his undertaking



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before this Court, and in case of violation of payment schedule, as detailed in his affidavit (Mark 'B'), at any stage, the original suit of plaintiffs (respondents no.2 and 3 herein), shall be deemed to be decreed in terms of impugned awards.

iv. That Rajesh Walia (respondent no.3), shall not be responsible for any *inter se* claim between petitioner, respondent no.4, and respondents no.5 to 7.

v. That the claim of the petitioner, as well respondent no.5 to 7, i.e. legal heirs and Puran Singh, in view of the fresh compromise, is considered to be settled *qua* the property in question of instant *lis*.

15. Consequently, the instant *lis* is **disposed of** accordingly.

16. All pending application(s), if any, also stand **disposed of** accordingly.

May 29, 2025
dharamvir

(KULDEEP TIWARI)
JUDGE

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