



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

**RSA No.161 of 2026 (O&M)
Date of Decision: 06.05.2026**

Ashok Kumar and another

..... Appellants

Versus

Jagdish Kumar and another

..... Respondents

CORAM: HON'BLE MR. JUSTICE MAHABIR SINGH SINDHU

Present:- Mr. V.K.Sandhir, Advocate for the appellants.

Ms. Meenu Salwan, Advocate for respondent No.1.

Mr. H.S.Rakhra, Advocate for respondent No.2.

MAHABIR SINGH SINDHU, J.

Having suffered concurrent adverse findings by learned trial Court as well as First Appellate Court, appellants/defendant Nos.2 & 3 are in second appeal assailing learned trial Court judgment & decree dated 29.10.2021, whereby Suit of respondent No.1-Jagdish Kumar for declaration, possession, permanent and mandatory injunction was decreed, as upheld by learned First Appellate Court vide judgment & decree dated 29.11.2025.

(2) Respondent No.1 filed aforesaid Suit for declaration to the effect that he is owner in possession of land, measuring 13 Marlas, comprised in Khasra No.83, Khewat No.110, Khatauni No.174, Hadbast No.245, situated at Village Gopalpura, Tehsil & District Amritsar and for possession of land



measuring 06 Marlas bearing Khasra No.83, Khewat No.110, Khatauni No.174, Hadbast No.245 with relief of permanent and mandatory injunction.

(3) Learned trial Court decreed the Suit, directing appellants/defendants to hand over vacant possession of 04 Marlas of land adjacent to property in Khasra No.83 (*supra*) to respondent No.1/plaintiff.

(4) Aggrieved against the aforesaid judgment and decree, defendant Nos.2 & 3 preferred first appeal and which was dismissed by learned First Appellate Court, vide judgment and decree dated 29.11.2025.

(5) This Court on 06.03.2026 passed the following order:-

“At the outset, learned Counsel for appellants submits that respondent No.1 is only contesting party.

Notice of motion to respondent No.1 only “at this stage”.

Ms. Meenu Salwan, Advocate accepts notice on behalf of the caveator/respondent No.1.

Service is complete.

It is jointly stated that parties are closely related to each other; therefore, there are chances of some amicable settlement through mediation.

*If that be so, let both sides appear before learned Mediator, Mediation & Conciliation Centre of this Court, under the category of “**Mediation for the Nation Campaign 2.0**”, on **23.03.2026** and report be awaited for **06.05.2026**.*

Parties may contact Ms. Amarpreet Kaur Sandhu, Co-ordinator, Mediation & Conciliation Centre, Punjab and Haryana High Court Chandigarh; Mobile No.9888881287; Email :- supdt.mcc-phc@indianjudiciary.gov.in.”

(6) In compliance of aforesaid order, parties appeared before learned Mediator and settled the matter amicably. In this regard, report dated



30.04.2026 has been received from learned Mediator. For reference, the relevant part thereof is extracted as under:-

“6. That both the parties have settled their dispute on the following terms and conditions:-

- a) That it is agreed between the parties that the appellants shall pay a total sum of Rs.1,25,000/- (Rupees One Lac and Twenty Five Thousand only) to the second party/respondent No.1 as full and final settlement towards all claims which are pending in the present case.*
- b) That it is further agreed between the parties that the aforesaid of Rs.1,25,000/- (Rupees One Lac and Twenty Five Thousand only) shall be paid by the appellants to respondent No.1 by way of demand draft on the date fixed before this Hon'ble Court.*
- c) That it is further agreed between the parties that after the receipt of the above-said payment, the respondent No.1 shall have no objection if the appellants shall remain owners of the land in dispute in the present case.*
- d) It is further agreed between the parties that after the receipt of the above-said payment, the respondent No.1 and their legal heirs shall have no claim in land in dispute in the present case.*
- e) It is further agreed between the parties that after the receipt of the above-said payment, the Execution Petition which has been filed by respondent No.1 shall be withdrawn by him on the next date of hearing which is pending in Ld. Court at Amritsar.*
- f) That both the parties shall make a joint request to the Hon'ble Court to pass further appropriate orders in view of the present settlement.*
- g) That it is further agreed between the parties that they will abide by the aforesaid terms and conditions of settlement.”*

Perusal of above extract clearly reveals that as per condition No.6, stipulated in the aforesaid report, ₹ 1,25,000/- is to be paid by the appellant(s) to respondent No.1.



(7) Appellant No.2-Mandeep Kumar, who is present in Court, handed over a demand draft of ₹ 1,25,000/- to learned Counsel for respondent No.1-Jagdish in compliance of settlement/compromise (*ibid*). Photocopy of demand draft, duly signed by appellant No.2, is taken on record as Mark ‘X’. Registry to tag the same at appropriate place.

(8) Even before this Court also, learned Counsel for the parties, on instructions, agreed that they have amicably settled the dispute and there is no grievance left against each other.

(9) In view of above, present appeal is disposed off in terms of settlement/compromise dated 30.04.2026 (*supra*).

(10) Resultantly, impugned judgments and decrees dated 29.10.2021 & 29.11.2025, passed by learned trial Court and First Appellate Court, respectively, are hereby set aside.

(11) Also clarified that settlement/compromise (*ibid*) entered into between the parties shall form part of decree.

(12) Needless to say that parties shall remain bound by the aforesaid settlement/compromise and in case there is a breach, legal consequences shall follow.

Pending application(s), if any, shall also stand disposed off.

6th May, 2026
Gagan

(MAHABIR SINGH SINDHU)
JUDGE

Whether speaking/reasoned	Yes/No
Whether Reportable	Yes/No