



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

**CM Nos.5917-C & 5918-C of 2026 in/and  
RSA No.780 of 2026 (O&M)  
Date of Decision: 04.05.2026**

Swaran Singh and another

..... Applicants/Appellants

*Versus*

Gurmej Singh (now deceased) through his legal representative(s)

..... Non-applicants/respondents

**CORAM: HON'BLE MR. JUSTICE MAHABIR SINGH SINDHU**

Present:- Mr. Dinesh Mahajan, Advocate for the applicants/appellants.

\*\*\*\*

**MAHABIR SINGH SINDHU, J.**

**CM-5917-C-2026**

Application for preponing date of hearing in main appeal, which is stated to be pending for 16.12.2026, on the premise that matter has been amicably settled between parties at their own level.

(2) Notice of application to the non-applicants/respondents.



(3) Mr. Sachin Gupta, Advocate has filed Power of Attorney on behalf of non-applicants/respondents and which is taken on record. Registry to tag the same at appropriate place.

(4) Learned Counsel for non-applicants/respondents raises no objection to the present application; rather it is pointed out that a written compromise dated 06.04.2026 (Annexure A-1) has been entered into between parties at their own level.

(5) In view of above and for the reasons mentioned in application, same is allowed subject to all just exceptions. Main case is preponed and taken up on Board today itself.

(6) CM stands disposed off.

**CM-5918-C-2026**

Application for placing on record copy of compromise dated 06.04.2026 as Annexure A-1 with further prayer seeking exemption from filing certified/true typed copy thereof.

(2) Notice of application to the non-applicants/respondents.

(3) Mr. Sachin Gupta, Advocate accepts notice on behalf of non-applicants/respondents and raises no objection to the present application.

(4) In view of above and for the reasons mentioned in application, duly supported by way of an affidavit of applicant/appellant No.2-Sikander Singh, same is allowed subject to all just exceptions. Annexure A-1 is taken on record. Registry to tag the same at appropriate place.

(5) CM stands disposed off.



**MAIN CASE**

Having suffered concurrent adverse findings by learned trial Court as well as First Appellate Court, appellants/defendants are in second appeal assailing learned trial Court judgment & decree dated 25.09.2019, whereby suit of respondent (now deceased represented through his LRs) for specific performance on the basis of Agreement to Sell dated 16.03.2012, entered into between appellant/defendant No.1-Swaran Singh and respondent/plaintiff-Gurmej Singh for land, measuring 24 Kanals i.e. 480/1653 share of land, measuring 82 Kanals 13 Marlas bearing Khasra Nos.179 (1-13), 180/1 (5-0), 198 (7-8), 203 (7-8), 221 (4-0), 222/1 (1-12), 197 (8-0), 204 (8-0), 211 (7-7), 212 (3-13), 237 (3-1), 242 (8-0), 243 (8-0), 244 (8-0), 256 (1-11) Khata/Khatauni 65/250, 251, 252 as per *jamabandi* for the year 2005-2006, situated in revenue estate of Village Natt, Sub Tehsil Qadian, Tehsil Batala, District Gurdaspur, and also for declaring Sale Deed executed by defendant No.1 in favour of defendant No.2 in respect of suit property as illegal, was decreed with direction to defendant No.1 for execution and registration of Sale Deed of suit property in favour of plaintiff on deposit of balance sale consideration i.e. ₹ 4 Lakh out of total ₹ 30 Lakh (₹ 10 Lakh per acre) within a period of two months from date of judgment, as upheld by learned First Appellate Court vide judgment & decree dated 30.01.2026.

- (2) It transpires that notice of motion is yet to be issued.
- (3) Notice of motion.



(4) Mr. Sachin Gupta, Advocate accepts notice on behalf of respondents.

(5) Further transpires that during the pendency of present appeal, parties have amicably settled dispute at their own level and a written compromise dated 06.04.2026 has been brought on record as Annexure A-1.

For reference, the relevant part thereof is extracted as under:-

- “1. That party no. 1 is the absolute owner and in possession of the property bearing no.24-0 Kanal, Kisam Chahi, Killa No. 179 (1-13), 180/1 (5-0), 198 (7-8), 203 (7-8), 221 (4-0), 222/1 (1-12), 197 (8-0), 204 (8-0), 211 (7-7), 212 (3-13), 237 (3-1), 242 (8-0), 243 (8-0), 244 (8-0), 256 (1-11) total land measuring 82 Kanals 13 Marlas out of 480/1653 share of 24-0 Kanal Number Khata Khatauni 65/250, 251, 252, Jamabandi for the year 2005-06, situated at village Natt, Sub-Tehsil Qadian, Tehsil Batala, District Gurdaspur as mentioned in the agreement.*
- 2. That the party no. 1 had entered into an agreement for the sale dated 16.03.2012 with Gurmej Singh from party no. 2 for sale of the said property for a total consideration of Rs.30,00,000/- out of which Rs.26.00,000/- had already been paid by the party no. 2 to party no. 1 at the time of agreement for sale and also agreed to execute the agreement on or before 19.09.2013.*
- 3. That Gurmej Singh deceased party no. 2 had paid a sum of Rs. 26,00,000/- to party no. 1 as part payment/consideration under the said agreement for sale.*
- 4. That with the intervention of respectables of the locality and relatives, both parties have agreed to cancel and terminate the said agreement for sale dated 16.03.2012.*



5. *That party no.1 has refund the entire amount of Rs. 26,00,000/- received from the purchaser Gurmej Singh under the said agreement for sale to the legal heirs of deceased Gurmej Singh hereby acknowledges receipt of the same in full and final settlement. The party no. 2 acknowledges that no amount remains due or payable.*
6. *That agreement for sale dated 16.03.2012 executed between the parties stands hereby mutually cancelled, terminated and rendered null and void with immediate effect.*
7. *That party no. 2 confirms that they have no possession, right or claim over the said property. Party no. 1 shall remain the absolute owner thereof. Party no. 2 shall not claim any right, title or claim the possession of the property on the basis of the agreement for sale.*
8. *That deed shall be binding on both the parties and their respective heirs, legal representative, successors and assigns. This deed shall be governed by and constructed in accordance with the laws.”*

Perusal of above extract clearly reveals that both sides have amicably settled the dispute at their own level and no grievance is left between them.

(6) Even before this Court also, learned Counsel representing both sides, on instructions, acknowledged the factum of aforesaid compromise.

(7) In view of above, present appeal is disposed off in terms of compromise dated 06.04.2026 (A-1).



(8) Resultantly, impugned judgments and decrees dated 25.09.2019 & 30.01.2026, passed by learned trial Court and First Appellate Court, are hereby set aside.s

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

(10) 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.

4<sup>th</sup> May, 2026  
Gagan

( MAHABIR SINGH SINDHU )  
JUDGE

|                           |        |
|---------------------------|--------|
| Whether speaking/reasoned | Yes/No |
| Whether Reportable        | Yes/No |