



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

**CM-833-C-2026 &
CM-4045-C-2025 IN/AND
RSA-3415-2012(O&M)
Date of decision: 12.03.2026**

Ramdhari (Since Deceased) through LR's.

...Appellant(s)

Versus

Ishwar Singh (Since Deceased) through LR's and others

.....Respondents

CORAM: HON'BLE MR. JUSTICE MAHABIR SINGH SINDHU

Present: Mr. Amit Jain, Senior Advocate assisted by
Mr. Chetan Slathia, Advocate for the applicant-appellant(s).

Mr. Bhavya Vats, Advocate for
Mr. Gopal Soni, Advocate
for non-applicant/ respondent Nos. 1,8(i) & 8(iv).

Mr. Parveen Kumar, Advocate (through V.C.)
for non-applicant/respondent Nos. 17,19,20 & 21.

None for remaining respondents.

MAHABIR SINGH SINDHU, J.

CM-833-C-2026 & CM-4045-C-2025

Application (CM-833-C-2026) for preponement of main appeal which is fixed for 15.07.2026 as well as application (CM-4045-C-2025) for disposal of main appeal in terms of compromise (C/1).

Notice of the application (CM-833-C-2026) to non-applicant/ respondents.

Mr. Bhavya Vats, Advocate for Mr. Gopal Soni, Advocate for respondent Nos.1,8(i) & 8(iv) and Mr. Parveen Kumar, Advocate (through V.C.) for respondent Nos.17,19,20 & 21 accept notice on behalf of aforesaid non-applicant/respondent(s) and raise no objection to the prayer made by applicant-appellant.



In view of above and for the reasons mentioned in applications, same are allowed, as prayed for subject to all just exceptions.

As a result thereof, main case is taken up on Board today itself.

Main case

Present Regular Second Appeal has been filed by legal representatives of original plaintiff against the concurrent findings of learned trial Court as well as learned First Appellate Court whereby his suit for declaration with consequential relief for permanent injunction, was dismissed.

(2) Learned counsel for the parties jointly stated that matter has been amicably settled between the parties at their own level and reports dated 13.10.2025 & 16.12.2025 were received from Nodal Officer, Mediation & Conciliation Centre, Panipat (for short 'Nodal Officer'). Operative part of the settlement/compromise (C/1) reads as under:-

"1. The appellants/plaintiffs will be given 1/4th share of the total land in village Mahrana as ancestral property. This share has been given to the appellants/plaintiffs according to their inheritance portion. The respondents/defendants will not raise any objection in the future regarding the share given to the appellants, because the appellants' share in Mahrana's land was 1/4th in the total land, which has been given to the appellants with the consent of all respondents/ defendants. This share amounts to 41 kanals 16 marlas, being 1/4th of the total land measuring 167 kanals 7 marlas, as per inheritance.

2. The appellants' 1/4th share of the total ancestral land of 18 kanals 19 marlas in village Dahar has been settled at 1000 square yards (1 kanal 13 marlas) by mutual agreement with the respondents/ defendants. According to this agreement, the appellants have agreed to take 1000 square yards of land (1 kanal 13 marlas) out of their total 1/4th share, and both the appellants/plaintiffs and respondents will abide by this mutual family settlement.

3. It has also been mutually agreed between the appellants and respondents that from the ancestral land in village Dahar, after keeping 1000 square yards of land, the remaining 1860 square yards of land will be distributed equally between the heirs of Chatru son of Mansingh and heirs of Ishwar son of Munshi - that is, 933 square yards will be the share of heirs of Chatru son of Mansingh and 933 square yards will be the share of heirs of Ishwar son of Munshi. 4 marlas of manure pits in village Dahar are included in the 1866 square yards of land. 1 marla manure pit of deceased adopted son Ramdhari son of Risala, whose



numbers are Mustil No. 78, Kila No. 24/4, Mustil No. 85, Kila No. 4/1, and 1 marla manure pit in the name of Omprakash son of Ramamurti alias Moti, have also been given to the heirs of Chatru son of Mansingh and heirs of Ishwar son of Munshi.

1. The heirs of Ramdhari adopted son of Risala are in possession of Mustil No. 69, Killa No. 11, 12, 18, 19, 22, Mustil No. 73, Kila No.2.

2. The heirs of Chatru son of Mansingh are in possession of Mustil No. 70, Killa No. 14, 15, 16, Mustil No. 69, Kila No. 20, 21 and half of Mustil No. 73, Kila No. 1.

3. The heirs of Ishwar son of Munshi are in possession of Mustil No. 70, Kila No. 23, 24, 25, Mustil No. 72, Killa No. 3, 4, 5, Mustil No. 73, Killa No. 9, and half of 1.

4. The heirs of Omprakash son of Ramamurti alias Moti are in possession of Mustil No. 59, Killa No. 14/2, 15, 16, 17/1, 24, 25/1, Mustil No. 60, Killa No. 4/1, Mustil No. 69, Killa No. 4/2.

According to this agreement in respect of the land that has come in the shares of the appellants and respondents in villages Dahar and Mahrana, the respondents and petitioners will be bound to give and take common pathways as per their wish and from whichever direction they desire. Neither the petitioners nor the respondents will object to this in the future. It has also been mutually agreed that both the parties can exchange each other's land with mutual consent whenever they wish and with whichever party wish. And the appellants/plaintiffs and respondents shall not have any objection of any kind to this.

4. The appellants will not make any claim in the future to take back their rightful land according to their consent and this family settlement.”

Perusal of above extract reveals that parties have settled the matter amicably before Nodal Officer; nothing more survives and they do not want to pursue the matter any further.

(3) It is acknowledged by both sides that all respondents are being duly represented in the settlement; they have got recorded their respective statements before Nodal Officer on two consecutive dates i.e. on 13.10.2025 & 16.12.2025 and no one has any objection in this regard.

(3.1) Learned Senior counsel has further pointed out that respondent No. 10(i)-Santosh had died before parties entered into compromise and suit *qua* respondent Nos. 22 & 23 has already been dismissed; thus, they were not parties to the compromise (C/1).



(4) In view of the above, present appeal stands disposed off in terms of settlement/compromise (C/1) and impugned decrees dated 05.03.2010 and 31.03.2012 passed by learned trial Court as well as learned First Appellate Court, respectively are modified to that extent.

(5) Also clarified that compromise (C/1) entered into between the parties shall form part of decree.

(6) Needless to say that parties shall remain bound by the aforesaid settlement/compromise (C/1) and in case there is a breach, legal consequences shall follow.

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

12.03.2026
Harish Kumar

(MAHABIR SINGH SINDHU)
JUDGE

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