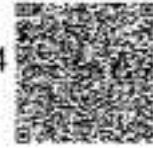


2026:PHHC:031074



278

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

RSA No.1699 of 2017 (O&M)

Date of Decision: 26.02.2026

Dhanwant Singh and others

..... Appellants

Versus

Sukhwant Kaur and another

..... Respondents

CORAM: HON'BLE MR. JUSTICE MAHABIR SINGH SINDHU

Present:- Mr. Vijay Lath, Advocate for the appellants.

Mr. B.S.Khehar, Advocate for respondent No.1.

Service of respondent No.2 dispensed with
vide order dated 21.01.2020.

MAHABIR SINGH SINDHU, J.

Present Regular Second Appeal is filed against the concurrent findings of learned trial Court as well as learned First Appellate Court, decreeing the suit of respondent No.1/plaintiff for declaration to the effect that she is co-owner in joint possession up to the extent of 1/6th share in the entire suit property of her father late Gurbax Singh.

2026:PHHC:031074



(2) This Court, vide order dated 12.02.2026, passed the following order:-

“Learned counsel for the appellants as well as respondent No. 1 submit that there are chances of some amicable settlement through mediation.

Accordingly, parties are relegated for mediation before the Mediation and Conciliation Centre of this Court under the category “Mediation for the Nation Campaign 2.0”

Both sides shall appear before the Mediator today itself.

Posted for 26.02.2026 to await the report of Mediator.

Parties may contact Ms. Amarpreet Kaur Sandhu, Co-ordinator, Mediation and Conciliation Centre, Punjab and Haryana High Court Chandigarh; Mobile – 9888881287; email :- supdt.mccphc@indianjudiciary.gov.in.”

(3) It is jointly stated that matter has been amicably settled before learned Mediator, Mediation & Conciliation Centre of this Court and report dated 12.02.2026 has been received. The operative part of aforesaid report reads as under:-

“7. That both the parties are brother and sister in relation and both have amicably resolved their dispute with the terms that first party will pay an amount of Rs.9,00,000/- (Rs. Nine Lacs Only) as one time full and final settlement.

8. That in view of the final settlement, first party had given a draft bearing No.278474 dated 17.01.2026 of State Bank of India amounting to Rs.7,80,000/-(Rs. Seven Lacs and Eighty Thousand Only) and draft bearing No.461508 dated 16.01.2026 of Punjab & Sind Bank

2026:PHHC:031074



amounting to Rs.1,00,000/- (Rs. One Lac Only) and Rs.20,000/- (Rs. Twenty Thousand Only) has been paid through Google pay from first party Mb no.9814573186 second party Mb.No.9815974721.

The above said drafts are in possession of the first party and he has given the same to the second party, who is present today in the Mediation Centre. A photocopy of the drafts duly signed by the person concerned are attached with the present settlement and in view of the final settlement the second party has consented that the Mutation sanctioned on the basis of WILL and thereafter sale deed dated 17.04.2008, be treated as valid for all intends and purposes.

That it is agreed between both the parties that they will have no objection if the present RSA-1699 of 2017 is allowed in view of the settlement arrived at between both the parties.”

(4) In view of above, it is apparently clear that parties have settled their dispute at their own level before learned Mediator and both sides shall be bound by the terms and conditions, stipulated in aforesaid report and in case there is a failure, legal consequences shall follow.

(5) As a result thereof, present appeal is disposed off.
Pending application(s), if any, shall also stand disposed off.

26th February, 2026
Gagan

(MAHABIR SINGH SINDHU)
JUDGE

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