

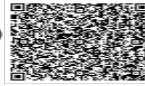
**IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH****205****COCP-2590-2022 (O&M)****Date of decision: 13.01.2026****Joginder Kaur (since deceased) through
her LR Gurnam Singh****...Petitioner(s)****Vs.****Gurmel Singh and another****...Respondent(s)****CORAM: HON'BLE MS. JUSTICE NIDHI GUPTA**

Present:- Mr. Gurcharan Dass, Advocate for the petitioner.
Mr. Raman Chawla, Advocate for the respondents.

NIDHI GUPTA, J.

Present original Contempt Petition under Section 12 of the Contempt of Courts Act, 1971 read with Article 215 of the Constitution of India has been filed by the plaintiff (since deceased) through her LR for summoning and punishing the respondents for violating their undertaking dated 8.2.2017 (Annexure P-5) given in **Civil Suit No.18** dated 29.4.2010 titled "**Joginder Kaur Vs. Gurmel Singh and another**" decided vide order dated 11.2.2017 (Annexure P-6) before the National Lok Adalat held at Ludhiana; and grant other prayers made in this petition.

2. Brief facts of the case are that the plaintiff had filed amended Civil Suit dated 08.10.2013 (Annexure P-1) for declaration and permanent injunction. During pendency of the suit, the plaintiff Joginder Kaur had expired. Accordingly, on 19.09.2016, the amended title (Annexure P-2)



was filed by her LR's. Subsequently on 06.02.2017, a Compromise (Annexure P-3/Ex.PA) was arrived at between the parties. In pursuance to the Compromise, Gurnam Singh, LR of the plaintiff had made a statement dated 08.02.2017 (Annexure P-4) before the Civil Judge (Junior Division), Ludhiana as follows:-

"Stated that I have compromised the matter with the second and third parties Gurmel Singh and Paramjit Kaur, which is Ex.PA. This has been issued by all the parties with their consent and by all the witnesses, as per which the yellow colour portion has fallen to my share; green colour portion has fallen to the share of Gurmel Singh and the red colour portion regarding which there was a sale deed in the name of Paramjit Kaur the same is admitted as correct and that falls to her share. We will remain bound to honour the agreement Ex.PA."

3. The respondents/defendants had also made statement dated 08.02.2017 (Annexure P-5) before the learned Civil Judge (Junior Division), Ludhiana as follows: -

"Stated that we both have read the statement of Gurnam Singh and we will remain bound to honour Ex.PA."

4. Accordingly, vide order dated 11.02.2017 (Annexure P-6), the National Lok Adalat had dismissed the suit of the plaintiff as withdrawn in view of the Compromise effected between the parties and the statements made by the respective parties.

5. It is the case of the petitioner that thereafter, respondents had resiled from the Compromise. Accordingly, petitioner had filed Execution Petition dated 17.04.2017 (Annexure P-7) mentioning therein that possession of rooms as per the terms of the Compromise was not



delivered to the petitioner by the respondents. Vide order dated 02.08.2022 (Annexure P-8), the Execution Petition filed by the petitioner was dismissed as withdrawn due to the technical defect in the order of National Lok Adalat that word "Award" was not mentioned in the order; and, therefore, Execution Petition was not maintainable. However, permission was granted to the petitioner to avail appropriate remedy as per law. In this background, the present Contempt Petition has been filed.

6. It is *inter alia* submitted by learned counsel for the petitioner that as per the Compromise the suit property was divided amongst the parties. However, in violation of the undertaking given by the respondents, they are not vacating the portion which came to the share of the petitioner vide the said Compromise. It is submitted that therefore, the respondents are not honouring the undertaking given by them before the Court. It is further submitted that the present Contempt Petition is maintainable as per Section 2(b) of the Contempt of Courts Act, 1971 which reads as under:

"2(b) "civil contempt" means wilful disobedience to any judgment, decree, direction, order, writ or other process of a Court or wilful breach of an undertaking given to a Court;"

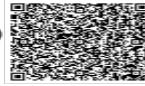
7. It is submitted that the respondents have committed wilful breach of undertaking given in Ex.PA (Annexure P-3) and statement dated 8.2.2017 (Annexure P-5). It is further submitted that the breach of undertaking given in Panchayati decision Ex.PA (Annexure P-3) has not been honoured by the respondents and the possession of the property



shown in yellow colour and other undertakings in Ex.PA have not been honoured by them. Thus, breach of undertaking on the part of respondents is wilful; as even in the execution proceedings matter has been contested by the respondents and has not been honoured even during the pendency of the execution proceedings. It is accordingly prayed that appropriate punishment in accordance with law be given to the respondents.

8. It is *inter alia* submitted by learned counsel for the respondents that first and foremost, the present Contempt Petition is not maintainable. It is further contended that the petitioner is blatantly trying to mislead the Court as, as per the Compromise, three conditions were imposed upon the petitioner as well *in-as-much* as the petitioner had undertaken: a) to get quashed the FIR No. 43 dated 30.07.2012 registered by Joginder Kur under Sections 447, 448, 511, 323 and 34 IPC at Police Station P.A.U. Ludhiana; b) petitioner had also undertaken to divide the amount lying in the account of Joginder Kaur at the time of her death in equal shares between the parties; c) petitioner had also undertaken to permit the respondents to raise construction. It is contended that therefore, it is the petitioner himself who is not honouring terms and conditions of the Compromise.

9. It is further pointed out that the petitioner has also filed Civil Suit dated 14.08.2019 (Annexure P-9) against the respondents for recovery of Rs.2,17,000/- as arrears of mesne profit for unauthorized use and occupation of the portion of 2 rooms and possession of the



respondents which were to be delivered to the petitioner vide the said Compromise. It is accordingly prayed that the present Contempt Petition be dismissed.

10. On a Court query from learned counsel for the petitioner as to why petitioner himself has not complied with the terms and conditions of the Compromise, learned counsel for the petitioner submits that it is the respondents, who are not coming forward to take money from the petitioner, which was lying in the account of Joginder Kaur.

11. No other argument is raised on behalf of the parties. I have heard learned counsel and perused the case file in great detail. I find no merit in the submissions advanced on behalf of the petitioner.

12. Perusal of the above facts shows that the parties are raising disputed questions of fact and making allegations and counter-accusations against each other, the correctness of which cannot be determined by this Court. Moreover, suit filed by the petitioner for recovery is also pending. Furthermore, it has not been denied by the petitioner that he himself has also not complied with terms and conditions of the Compromise (Annexure P-3); as also the undertaking (Annexure P-4) given by him before the learned Civil Judge (Junior Division), Ludhiana.

13. Thus, keeping in view the above noted aspects, present Contempt Petition is hereby **dismissed**.

14. **Rule stands discharged.**

15. Pending applications, if any, stand disposed of.

13.01.2026
Divyanshi

(NIDHI GUPTA)
JUDGE

Whether speaking/reasoned:	Yes/No
Whether reportable:	Yes/No