



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

**115+276**

**RSA-639-2023 (O&M)  
Date of Decision: 30.07.2025**

**Gurmail Singh and another**

....Appellants

Versus

**Balbir Singh @ Rupa and others**

....Respondents

**CORAM: HON'BLE MR. JUSTICE VIKAS SURI**

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**Present:** Mr. C.S.Jattana, Advocate, for the appellants.  
Mr. Ankush Singla, Advocate for respondent No.1.

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**VIKAS SURI, J. (Oral)**

**CM-9039-C-2025**

This is an application under Order 23 Rule 3 CPC for withdrawal of the main appeal, in view of the compromise dated 13.06.2025 (Annexure A-1).

Notice of the application to learned counsel for non-applicant/ respondents.

Mr. Ankush Singla, Advocate accepts notice on behalf of respondent No.1 and acknowledges that a compromise has been effected between the contesting parties, i.e. the plaintiffs and defendant No.4, who had raised a counter claim in the suit.

Learned counsel for the parties would submit that the plaintiff-appellants filed a suit for mandatory injunction against the defendant-respondents, and respondent No.1 had also filed a counter claim, but the



learned trial Court had dismissed both the suit and the counter claim of respondent No.1 (defendant No.4), vide judgment and decree dated 15.11.2019. Respondent No.1 appealed against the aforesaid judgment and decree, before the learned District Judge, Faridkot. The said appeal has been allowed by the learned first appellate Court, whereby mutation No.7757 dated 23.11.1988 has been declared nullity and not binding upon respondent No.1.

Aggrieved from the judgment and decree passed by the learned first appellate Court, the plaintiff-appellants have preferred the present regular second appeal.

Learned counsel for the parties further submit that during the pendency of the present appeal, the contesting parties have effected a compromise dated 13.06.2025, copy of which has been annexed as Annexure A-1 with the application.

Learned counsel for the appellants/applicants prays that in view of the compromise effected between the parties, the present application be allowed and the main appeal be ordered to be dismissed as withdrawn.

Heard learned counsel for the parties and perused the record.

A perusal of the compromise dated 13.06.2025 (Annexure A-1) would show that the plaintiffs and defendant No.4 have effected a compromise on the terms and conditions recorded therein, which read as thus:

- “1) The parties have agreed to get implemented the appellate decision dated. 14-12-2022 of Sh. Rajeev Kalra, the then Additional Distt. Judge, Faridkot and thereby, the mutation No.7757 will be get reverted and the parties will become owners of their respective 12 Marlas of land, given in exchange.
- 2) As the decision dated. 14-12-2022 of Sh. Rajeev Kalra,



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the then Additional Distt. Judge, Faridkot, is to be implemented, so the first party will withdraw the above referred RSA No. 639 of 2023, pending before Hon'ble High Court of Punjab and Haryana for 30-07-2025.

- 3) The first party abandons all his claims regarding ownership and possession of Khasra No. 143/0-11 (now mentioned as 4405/143/0-11 in Jamabandi) and 144/0-1 (now mentioned as 4407/144/0-1 in Jamabandi) and in lieu of which, the second party has put an under ground pipe line upto the land of the first party at his own (second party) expenses and has given full and complete rights to first party to use the same pipeline for irrigating their land, however, the installation of pipe line will not confer any ownership or possessory right upon the first party regarding the land, through which under ground pipe line has been installed except for maintenance of pipe line in case of any defect in running of pipe line. Second party agrees to facilitate the first party in future maintenance if required and will not create any hindrances in it and will allow entry of first party in pipe line area, if so required.
- 4) A water channel is lying constructed in the area being Khasra No. 143/0-11 (now mentioned as 4405/143/0-11 in Jamabandi) and 144/0-1 (now mentioned as 4407/144/0-1 in Jamabandi) and the second party is entitled to get it demolished at its own expenses and with its own efforts and the first party will not object upon it and rather will assist second party in getting it demolished.
- 5) In lieu of all rights to use under ground pipe line by first party, first party is to transfer permanently, 12 Marlas of land bearing Khasra No. 153min/0-12 (now mentioned as 4414/153/0-12 in Jamabandi) to Balbir Singh second party, as owner, by whichever manner, the second party likes, at the expenses of second party.



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- 6) That second party had filed a criminal complaint titled Balbir Singh versus Harmail Singh etc. against first party and some others, which was dismissed and now, its revision is pending in the court of Sh. VK Aggarwal, Learned Distt. and Sessions Judge, Faridkot and is fixed for 18-07-2025, which bears CRR No. 65/2024 and second party undertakes and is bound to withdraw the same and will not proceed further against any of the accused.
- 7) This settlement shall bind all successors in interest, assignees, agents of the respective parties. Both the parties have agrees to abide by the terms of the compromise and in case any of default on the part of any party, the defaulting party shall be liable for suitable civil and criminal action and the other party will be entitled to revive/get initiated/opened its cause.”

Since the matter has been compromised between the contesting parties, which stands duly acknowledged by learned counsel for respondent No.1/defendant No.4, the present application deserves to be allowed.

Ordered accordingly.

CM stands disposed of.

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In view of the aforesaid order, the regular second appeal is dismissed as withdrawn.

**July 30, 2025**  
*Varinder*

**(VIKAS SURI)**  
**JUDGE**

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No