



IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CM-11168-C-2025 in/and
RSA-24-2008 (O&M)
Date of decision: 11.09.2025

Ramesh Kumar and another

...Appellants

Versus

Smt. Kiran Jain and others

...Respondents

CORAM: HON'BLE MR. JUSTICE DEEPAK GUPTA

Present: Mr. Nitin Jain, Advocate
for the applicant-respondents No.3 & 4.

Mr. R.K. Sharma, Advocate
for the non applicant-appellants.

DEEPAK GUPTA, J. (ORAL)

CM-11168-C-2025 in/and RSA-24-2008 (O&M)

This is an application under Order 23 Rule 3 read with Section 151 CPC jointly moved on behalf of the appellants and respondent No.29 on one hand; and respondents No.3 & 4 on the other hand for producing a compromise on record and passing a decree in terms thereof.

2. It is stated by counsel that the matter has been compromised between the parties. Learned counsel has drawn attention towards para No.6 of the application which is reproduced as under:-

"6. That with a view to bring an end to the long standing disputes/litigations inter se qua rights, title or interests of the said shops between them, either pending in above RSA No.24 of 2008 or in Civil Revision No.3634 of 2024 before this Hon'ble Court pending for 12.09.2025, arising out of an execution of the said decree dated 01.11.1993 or ones that may arise in future, the above parties to the RSA No.24 of 2008 mentioned in the headnote prayer clause, in their sound disposing mind, without any coercion or undue pressure of any kind and in exercise of their free will and volition, have entered into a compromise on 03.09.2025, the settled terms and



conditions of which between them are, as under:-

i) In terms of Clause 13 of the compromise dated 31.01.2015 (Ex.C1) inter se between the other LRs of Ravi Kanta Jain, and Respondent No.3 & 4, the respondent No.3 & 4 are entitled to the said two shops to the extent of ½ share each, as co-owners, which forms part of the award dated 03.08.2015 in Civil Suit No. 19-C of 2015 passed by Presiding Judge-cum-Civil Judge (Senior Division), Hisar, and the said clause no.13 of compromise (Ex.C1) is acceptable to the appellants, respondent No.29 and thus, it is agreed by them that Respondent No.3 & 4 are only deemed co-owners of the said two shops to the extent of ½ share each with full entitlement to recover vacant physical possession of the said two shops from the appellants & respondent No.29, as per decree dated 01.11.1993 in RSA No. 1495 of 1985, as well as full entitlement to convey all such rights, title or interests to the transferee(s). True copies of plaint of the said civil suit, compromise (Ex.C1) and award are annexed as Annexure A-1 to Annexure A-3.

ii) As per Partnership Deeds dated 01.04.2011 and 01.10.2018, the appellant No. 1, 2(i) and Sanjay Malik Sio Sh. Mohan Lal Malik, are the only remaining partners of National Medical Hall and the previous partner of National Medical Hall, namely, Daya Nand demised on 06.03.2012 and his heirs. namely, (1) Son-Ravinder Nath Leekha, (2) Son-Surender Kumar Leekha and (3) Daughter- Urmil Popli, are left with no rights, title or interests in Shop No. 197/IV-1 either heirs of Daya Nand or in their independent capacity as previous partner of National Medical Hall, after the retirement of Daya Nand and Ravinder Nath Leekha from the said partnership of National Medical Hall on 31.03.2011 vide the said partnership deed dated 01.04.2011.

iii) The findings of the said judgments and the mandate of the decrees dated 11.03.2006 and 17.09.2007 in favour of the appellants and against the LRs of Ravi Kanta Jain in any manner qua their rights, title or interests of the said two shops are deemed inoperative and all such rights, title or interests claimed by the original appellants and now their LRs either as owners of the shops or partners of National Medical Hall, tenant, are deemed vested in the Respondent No.3 & 4.

iv) The appellants & Respondent No.29 have delivered the vacant physical possession of the said two shops to the Respondent



No.3 & 4 on 03.09.2025 by putting the locks of respondent No.3 and 4, as deemed discharge or satisfaction of the decree dated 01.11.1993 in RSA No.1495 of 1985 and additionally in lieu of payment of a sum of Rs.10,00,000/-paid through Cheque No.947356 dated 28.07.2025 and Cheque No.947364 dated 03.09.2025 from SBI A/c No.39123818247 (vide RTGS mode) made by respondent No.3 in favour of appellant No.2(ii) and appellant No.1 (both Rs.5,00,000/- each) and they are left without any connection, with the said two shops whatsoever, and the Respondent No.3 & 4 are now free to alienate the said two shops in the open market and receive entire sale considerations thereof.

v) Ramesh Kumar, Smt. Naresh Leekha, the partners of National Medical Hall and Sahil Leekha, legal heirs of Munish Leekha all in possession of Shop No. 197/IV-1, have agreed to this compromise treating respondent no.3 & 4 as the only owners and in case of any future litigation by the heirs of Late Sh. Daya Nand and/or by Ravinder Nath Leekha claiming rights, title or interests in partnership of National Medical hall. tenant of Shop No. 197/IV-1, the appellants No.1 and 2(i)&(ii) undertake to be liable and responsible for all kinds of legal consequences and costs, and shall not raise objection of any kind, in any proceedings initiated by Respondent No.3 & Respondent No.4, against them.

vi) The respondent No.29 has also agreed to this compromise for self and on behalf of respondents No.30 to 34 (all of them as LRs of Late Jagdish Chander S/o Kishori Lal Goyal), and in case of any future litigation by the said LRs claiming their rights, title or interests in Shop No. 197-1/IV-2 through Jagdish Chander, then respondent No.29 along with his son Rahul Goel undertake to be held liable and responsible for all kinds of legal consequences and costs, and will not raise objection of any kind, in any proceedings initiated by Respondent No.3 & 4, against him.

vii) The parties to this compromise and their successors and assignees undertake to remain abide/bound by the terms and conditions of this compromise, for all intents and purposes.

viii) The above captioned RSA No.24 of 2008 will be decided in terms of the above agreed terms and conditions of this compromise as settled between the above parties and the same will be a part of the decree passed qua them accordingly.

ix) The respondent No.3 and 4 will be entitled to get their names



substituted in the existing PID No. 1D106YV5 of ULB, Haryana/MC, Hisar, of the said two shops, on the basis of this compromise and decree passed between the parties in the above captioned RSA.

x) The parties will bear their own costs.

xi) Any party to this compromise is entitled to get any clerical or typographical errors or omission corrected in the description of any of the said shops, as per the records of ULB, Haryana/Municipal Corporation, Hisar, or any other accidental errors or omission arising including in the description of parties of this compromise and none of the parties will raise any objection, whatsoever.

xii) The order dated 30.04.2022 in CR No.3634 of 2024 be deemed set aside qua the parties of this compromise and the same will be disposed of between the parties accordingly.

3. Learned counsel for the respondents No.3 & 4 submits that all the respondents shall be bound by the terms of the compromise and that he has no objection in disposal of the main appeal i.e. RSA-24-2008 in terms of the said compromise and that both the parties shall be bound by the terms thereof. Learned counsel has also submitted that he also wishes to withdraw CR-3634-2024, pending before the Co-ordinate Bench on 12.09.2025 qua the present appellants. It is thus, submitted on behalf of learned counsel for the parties that the main appeal be taken on Board today for final disposal after allowing the present application.

4. Keeping in view the abovesaid facts and circumstances and in view of the aforesaid joint statement made by learned counsel for both the parties, the present application is accepted and the main appeal i.e., RSA-24-2008 is taken on Board today itself and is disposed of in terms of the compromise effected between the parties.

11.09.2025

Yogesh

**Whether speaking/reasoned:-
Whether reportable:-**

(DEEPAK GUPTA)

JUDGE

Yes/No

Yes/No