



RSA-1191-2007 (O&M)

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

Sr. No.233

**RSA-1191-2007 (O&M)
Date of Decision: 26.09.2025**

SADHU SINGH THROUGH LEGAL REPRESENTATIVES**....Appellant****Versus****MOHINDER SINGH AND OTHERS****.....Respondents****CORAM: HON'BLE MRS. JUSTICE ARCHANA PURI**

Present:- Mr. Vishal Munjal, Advocate
for legal representatives of the appellant.

Mr. Vipin Mahajan, Advocate and
Ms. Chandanpreet Kaur Ahluwalia, Advocate
for the respondents.

ARCHANA PURI, J. (Oral)

At this stage, it is submitted by counsel for the parties that settlement/agreement has been reached between legal representatives of the appellant i.e. Manjeet Kaur and Baljeet Kaur, who was defendant before learned trial Court and Mohinder Singh, Sukhwinder Singh and Kashmir Singh, who were plaintiffs, therein. As per the said compromise, it is submitted that Manjeet Kaur and Baljeet Kaur, legal representatives of the appellant-Sadhu Singh, have voluntarily and out of their own free will, have relinquished their right and title, in respect of the suit property qua their



RSA-1191-2007 (O&M)

share i.e. 2 kanals and 7 marlas, which is 1/4th of 9 kanals and 7 marlas land, inherited by their father-Sadhu Singh, from his uncle Teja Singh, in favour of the respondents/plaintiffs. The legal representatives of Sadhu Singh, appellant/defendant, have also given an undertaking that they have no objection if any decree/order is modified, on the direction of the Court and entry in revenue records is made, to the extent of their above-mentioned relinquished share, in respect of the suit property.

Perusal of the record reveals that initially, Mohinder Singh, Sukhwinder Singh and Kashmir Singh, had filed a civil suit i.e. CS/13/2001, against Sadhu Singh, thereby seeking joint possession as owners, by means of specific performance of agreement dated 15.01.1991, executed by Teja Singh son of Moola Singh, their uncle, regarding the sale of land to the extent of 1/4th share of the land measuring 9 kanals and 7 marlas, as detailed in the head note of the judgment, which forms the part of the record. Perusal of same further reveals that after trial, money decree was passed.

Being aggrieved, both the rival sides filed the cross-appeals. The respondents herein i.e. Mohinder Singh, Sukhwinder Singh and Kashmir Singh, filed Civil Appeal No.286 of 02.02.2005, whereas the appellant herein, filed Civil Appeal No.48 of 03.02.2005. However, vide judgment dated 20.11.2006, appeal filed by respondents-plaintiffs, namely, Mohinder Singh, Sukhwinder Singh and Kashmir Singh, was allowed, whereas, the other appeal filed by the appellant-defendant, namely, Sadhu Singh, was dismissed and the suit for joint possession, by means of specific performance of agreement in question, was decreed. Still not satisfied, the appellant-Sadhu Singh, had filed the present Regular Second Appeal.



RSA-1191-2007 (O&M)

During the pendency of the present appeal, Sadhu Singh had died and his daughters, namely, Manjeet Kaur, wife of Gurmeet Singh and Baljeet Kaur, wife of Lakhwinder Singh, were impleaded as his legal representatives. However, now compromise has been effected between the parties, which has been placed on record. Both the counsel admit about the genuineness of the compromise and the same having been voluntarily reached between the parties. The settlement/agreement is signed/thumb-marked by the parties concerned. As such, both the counsel make a prayer for modification of the impugned judgments, in consonance with the terms of the settlement/agreement.

This Court is satisfied that the settlement/agreement was genuinely reached between the parties, without any undue influence or coercion. In the light of the same, as per the terms settled, more particularly, considering paragraphs No.7 (a) and (b) of the settlement, the impugned decree dated 20.11.2006, passed for joint possession, as observed in paragraph No.11 of the impugned judgment, is hereby modified, as per the settlement. As such, the respondents-plaintiffs are held entitled to the joint possession, out of the suit land, as detailed in paragraph No.11 of the impugned judgment dated 20.11.2006, to the extent of 2 kanals and 7 marlas, which is $\frac{1}{4}$ th of, 9 kanals and 7 marlas. On the basis of the said relinquishment of the land to the aforesaid extent, as per the settlement/agreement, the parties shall be at liberty for seeking necessary entry to be made in the revenue record.

In view of the aforesaid modification, the Regular Second Appeal, stands disposed of.



RSA-1191-2007 (O&M)

Pending civil miscellaneous application also stands disposed of.

The parties shall remain bound by the terms of settlement, so reached between them.

26.09.2025
Himanshu Vats

(ARCHANA PURI)
JUDGE

Whether speaking/reasoned : Yes

Whether reportable : Yes/No