



IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

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1. RSA-3999-2014 (O&M)

Devinder Singh Appellant

Versus

Harpal Singh and another Respondents

2. RSA-4501-2014 (O&M)

Devinder Singh Appellant

Versus

Harpal Singh and another Respondents

3. RSA-5671-2018 (O&M)

Gurbachan Singh (deceased) through his LRs Appellant

Versus

Devinder Singh and another Respondents

Date of Decision: 19.09.2025

CORAM: HON'BLE MS. JUSTICE NIDHI GUPTA

Present: - Mr. Kabir Sarin, Advocate
for the appellant(s) (in RSA Nos. 3999 and 4501-2014) and
for the respondent(s) (in RSA-5671-2018).

Mr. Supriya Garg, Advocate
for defendant/respondent No. 1
(in RSA Nos. 3999 and 4501-2014) and
for the appellant(s) (in RSA-5671-2018).

NIDHI GUPTA, J. (ORAL)

1. All the aforementioned 03 second appeals are being disposed of by this common order as the facts, issues and parties involved in all the second appeals are identical being arisen out the same impugned judgments and decrees of both the Courts below. For the sake of



convenience, facts are being extracted from RSA-3999-2014, (Devubder Singh vs. Harpal Singh and another).

2. The appellant-plaintiff is in second appeal against the concurrent judgments and decrees rendered by both the Courts below whereby the suit of the plaintiff for possession by way of specific performance of Agreement dated 29.10.2005 was dismissed; and for alternative relief was partly decreed and the plaintiff was held entitled for recovery of ₹3,00,000/- being paid by him as earnest money to the respondent-defendant along with interest of ₹1,66,000/- thereupon.

3. On the last date of hearing i.e. 11.07.2025 when all the appeals were listed for hearing, following common order was passed by this Court:-

“After due deliberations with their respective clients, learned counsel for the parties are ad idem there are fair chances of an amicable settlement of the dispute between the parties.

In view of the above, at the joint request of learned counsel for the parties, the matter is referred to the Mediation and Conciliation Centre of this Court for exploring the possibility of amicable settlement between the parties, in view of the ‘Special Mediation Drive- Mediation for Nation’, initiated under the aegis of the Hon’ble Supreme Court.

The parties are directed to appear before the Mediation and Conciliation Centre of this Court on 16.07.2025 at 10:00 A.M.

Adjourned to 19.09.2025, for awaiting report of the Mediator.

A photocopy of this order be placed on the files of other connected cases.”



4. Learned counsel for the parties are *ad idem* that the matter stands settled between the parties before the Mediation and Conciliation Centre of this Court, as is also evident from the report of the Mediator dated 30.07.2025.

5. Learned counsel for defendant/respondent No. 1 (in RSA Nos. 3999 and 4501-2014) submits that in terms of Settlement Agreement dated 30.07.2025 arrived at between the parties, a total sum of ₹7,80,000/- is to be paid by respondent No. 1 to the legal heirs of appellant (in RSA Nos. 3999 and 4501-2014). Accordingly, two original demand drafts bearing Nos. 006367 and 006368 dated 16.09.2025 amounting to ₹3,90,000/- each in the names of Sukpal Kaur and Anmoljit Singh/LRs of the appellant, respectively, have been handed over in Court by learned counsel for respondent No. 1 to learned counsel for the appellants, who accepts the same and undertakes to hand over the same to the LRs of the appellant during the course of the day. Photocopies of the aforesaid demand drafts are retained on record.

6. Learned counsel for the respondent(s) further points out that in terms of Clause 7 (c) of the aforesaid Settlement Agreement dated 30.07.2025, respondent No. 1 may be permitted to release the surety bond furnished by him before the Court below, in view of the fact that full and final payment of ₹7,80,000/- as agreed between the parties, stands paid to the LRs of the appellant.

7. Heard.

8. Ordered accordingly.



9. In view of the facts noted above, all the aforementioned 03 second appeals bearing RSA Nos. 3999 and 4501-2014 and n RSA-5671-2018 are **disposed of** in terms of Settlement Agreement dated 30.07.2025 arrived at between the parties.

10. It is needless to say that both the parties shall abide by the terms and conditions of the aforesaid Settlement Agreement dated 30.07.2025.

11. A photocopy of this order be placed on the files of other connected cases.

12. Pending application(s), if any (in all the cases), shall also stand disposed of.

19.09.2025

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**(NIDHI GUPTA)
JUDGE**

Whether speaking/reasoned Yes/No

Whether Reportable Yes/No