



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

108/2)

Date of Decision: 27.03.2025

1)

RSA No.1559 of 2014 (O&M)

Rajesh Bansal and another

...Appellants

V/s

M/s Subhash Castings Private Limited

...Respondents

2)

RSA No.1535 of 2014 (O&M)

Rajesh Bansal and another

...Appellants

V/s

M/s Subhash Castings Private Limited

...Respondent

CORAM : HON'BLE MR. JUSTICE VIKRAM AGGARWAL

Present: Mr. G.S. Punia, Senior Advocate with
Ms. Deepa Negi, Advocate,
for the appellants (in both appeals).

Mr. Vikas Mohan Gupta, Advocate,
for the respondent (in both appeals).

VIKRAM AGGARWAL, J (ORAL)

On 07.03.2025, the following order was passed:-

“Learned counsel for the parties submit that a compromise was arrived at between the parties during mediation and a settlement agreement was executed on 11.01.2024. A copy of the same has been produced in the Court today, which is taken on record. It is, however, submitted that the condition as regards handing over the possession of the land measuring 7850 sq. yds. under M/s Dharam Steel Industries has not yet been complied with.

Learned Senior Counsel representing the appellant prays for some to seek instructions.

On request, adjourned to 27.03.2025.

To be taken up in the urgent list.

A photocopy of this order be placed on the file of connected case.”

2. Today, Smt. Rajesh Bansal (appellant No.1) has appeared in person and has given a statement which reads as under:-



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“I state that as per settlement agreement dated 11.01.2024, which was entered between the parties before the Mediation and Conciliation Centre of Hon'ble Punjab & Haryana High Court, Chandigarh, I along with my son Sh. Amit Bansal has executed the same, according to which I agreed to vacate the premises of M/s. Dharam Steel Industries and to handover the vacant possession to the first party (as per settlement agreement) on or before 30.06.2024. However, I could not vacate the same and now I agree that I and my son shall vacate the same on or before 30.09.2025 and handover the vacant possession to the first party. Further as per agreed clause No. (vi), the appeal filed before Ld. District Judge, Fatehgarh Sahib against the preliminary decree granted by partition shall be withdrawn and final decree be passed as per settlement agreement dated 11.01.2024.

In view of above RSA No. 1535 of 2014 and RSA No. 1559 of 2014 both titled as Rajesh Bansal vs. M/s. Subhash Casting and others which are fixed today i.e. 27.03.2025 be disposed of in terms of settlement agreement dated 11.01.2024. I shall remain bound by all other terms and conditions as already settled, vide settlement agreement dated 11.01.2024.”

The statement has been recorded separately as well. It would also be relevant to mention here that appellant No.1 (Smt. Rajesh Bansal) has been duly identified by her counsel.

3. Learned counsel representing the respondent has also given a statement after having read the statement given today by Smt. Rajesh Bansal, which reads as under:-

“I have read the statement suffered today by Smt. Rajesh Bansal, second party as per settlement agreement dated 11.01.2024 and I have no objection if the time earlier granted as per agreed terms and conditions No. (i) wherein time was granted to vacate the premises of M/s. Dharam Steel Industries, which fell to the share of parties No. 1 to 4 of first party be extended till 30.09.2025, subject that she may remain bound by her statement.”

Statement has been recorded separately as well.

4. Learned counsel for the parties are *ad idem* that the present regular second appeals be disposed of in terms of the settlement entered into between the parties on 11.01.2024 and the statements given today in Court.



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Learned counsel are further *ad idem* that as regards the present appeals, execution proceedings shall be commenced after 30.09.2025 i.e. after handing over the possession of M/s Dharam Steel Industries, as has been stated today by Smt. Rajesh Bansal.

5. In view of the above and the statements given by learned counsel for the parties, the present appeals are disposed of in terms of the settlement agreement dated 11.01.2024. The same be made a part of the decrees. Parties shall be bound by the settlement agreement dated 11.01.2024 and the statements given in Court today.

(VIKRAM AGGARWAL)
JUDGE

March 27, 2025

vcgarg

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No