

Rampa Bajwa vs General Public etc

No. 1799 of 2022

Present: Sh. Anil Aggarwal counsel for plaintiff.

Sh. Vishal Gupta counsel for defendants no.2 & 3.

Sh. Akshay Mittal counsel for defendant no.4.

Sh. Yashpal Singh counsel for defendant no.5.

Ld. GP for defendant no.6.

Suit against defendant no.1 DAW vide order dated 29.10.2022.

Matter has been compromised between the parties. Plaintiff Rampa Bajwa suffered a statement that “ It is stated that I am giving up defendant no. 5 & 6 not being necessary parties. I have compromised the present suit with the defendant no.2 & 3 in terms of Compromise Deed dated 28.03.2023 which is Ex. C-A. The registered sale deed dated 26.08.1986, transfer letter dated 13-10-1986, registered relinquishment deed dated 27-03-1989, death certificate of Late Sh. Amar Singh Walia dated 21.02.2013, death certificate of Late Sh. Hemant Singh Walia dated 24.12.2021, Conveyance Deed dated 12.12.2013 in favour of Late Sh. Hemant Singh Walia of Flat No. 19-C, 4th Floor, High Court Employees Co-operative Group Housing Society Ltd. GH-39, MDC, Sector 5, Panchkula (Haryana), death certificate of Late Smt. Jaswinder Kaur dated 05.06.2022 and WILL dated 03.06.2022 are Ex. C-1 to Ex. C-8 (Original Seen and Returned). I have read and understood the contents of Compromise Deed dated 28.03.2023 (Ex. C-A). I have put my signatures on Compromise Deed dated 28.03.2023 voluntarily and out of my own free will, consent and mutual understanding and the same has been executed in the presence of my counsel in meditation center. I am not under any undue influence, pressure, coercion or misrepresentation to

execute Compromise Deed dated 28.03.2023. I shall remain bound by the terms and conditions of the Compromise Deed dated 28.03.2023 and shall not back out from the same. I have already handed over the demand draft bearing no. 114467 dated 24.03.2023 and amounting to Rs. 17,50,000/- (Rupees Seventeen Lacs Fifty Thousand Only), to Defendant No. 3 in terms of Compromise Deed dated 28.03.2023.”

Ms. Harpreet Walia (defendant no.4) suffered a statement that “I alongwith plaintiff have compromised the present suit with the defendant no.2 & 3 in terms of Compromise Deed dated 28.03.2023 which is Ex. C-A. I have read and understood the contents of Compromise Deed dated 28.03.2023 (Ex. C-A). I have put my signatures on Compromise Deed dated 28.03.2023 voluntarily and out of my own free will, consent and mutual understanding and the same has been executed in the presence of my counsel in meditation center. I am not under any undue influence, pressure, coercion or misrepresentation to execute Compromise Deed dated 28.03.2023. I shall remain bound by the terms and conditions of the Compromise Deed dated 28.03.2023 and shall not back out from the same. I have already handed over the demand draft bearing no. 881365 dated 24.03.2023 and amounting to Rs. 17,50,000/- (Rupees Seventeen Lacs Fifty Thousand Only), to Defendant No. 3 in terms of Compromise Deed dated 28.03.2023. I have gone through the statement of plaintiff which is true and correct and I admit the same.”

Ms. Aman Harry (defendant no.2) and Meena Kumari Thakur(defendant no.3) got recorded their separate statement that “We have compromised the present suit with the plaintiff and defendant no.4 in terms of Compromise Deed dated 28.03.2023 which is Ex. C-A. We

have read and understood the contents of Compromise Deed dated 28.03.2023 (Ex. C-A). We have put our signatures on Compromise Deed dated 28.03.2023 voluntarily and out of our own free will, consent and mutual understanding and the same has been executed in the presence of my counsel in meditation center. We are not under any undue influence, pressure, coercion or misrepresentation to execute Compromise Deed dated 28.03.2023. We shall remain bound by the terms and conditions of the Compromise Deed dated 28.03.2023 and shall not back out from the same. Defendant no.3 has received the demand draftss bearing no. 114467 dated 24.03.2023 amounting to Rs. 17,50,000/- (Rupees Seventeen Lacs Fifty Thousand Only) and demand draft bearing no.881365, dated 24.03.2023 amounting to Rs. 17,50,000/- (Rupees Seventeen Lacs Fifty Thousand Only) in terms of Compromise Deed dated 28.03.2023. The terms of the compromise are true and correct and we admit the same. We have also gone through the statements of the plaintiff and defendant no.4 which are also true and correct and we admit the same. We have no objection if the present suit is decreed in favour of plaintiff and defendant no.4 in terms of compromise deed dated 28.3.2023 Ex.CA”.

Now, case stands adjourned to 5.4.2023 for consideration.

Randeep Kumar, CJ(JD)/28.3.2023
PB0465