



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

**CM-6584-C-2024 in/and
RSA-1422-2009 (O&M)
Date of decision: 21.04.2026**

NARESH KUMAR (DECEASED) THROUGH LRS

.....Appellants

Versus

SURESH KUMAR

.....Respondent

CORAM: HON'BLE MR. JUSTICE MAHABIR SINGH SINDHU

Present: Mr. Roshan Lal Saini, Advocate for
Mr. Tushar Gautam, Advocate for the applicant-appellants.

Mr. Nandan Jindal, Advocate for the respondent.

MAHABIR SINGH SINDHU, J.

CM-6584-C-2024

Application for disposal of main appeal, in terms of
Compromise Deed dated 13.05.2024 (Annexure A-2).

(2) Main appeal is on regular Board of this Court at serial No.541.

(3) It transpires that notice of present application was issued to the
non-applicant/respondent by the Co-ordinate Bench vide order dated
10.07.2024, relevant part whereof reads as under:-

*“This is an application for disposing off the present
appeal in terms of the compromise dated 13.05.2024
(Annexure A-2).*

*Learned counsel for the applicant-appellant states
that the parties have since compromised the matter.*

Notice of the application.



Mr. Nandan Jindal, Advocate accepts notice on behalf of the respondent and states that the parties have since entered into a compromise.

In view thereof, the parties are directed to appear before the Mediation and Conciliation Centre of this Court on 12.08.2024 at 10:00 a.m. for recording their statements with regard to the compromise.

To await the report of the Mediator, list on 13.09.2024.”

(4) On 27.09.2024, the Co-ordinate Bench passed the following order :-

“Vide order dated 10.07.2024 the parties were directed to appear before the Mediation and Conciliation Centre of this Court for recording of their statements qua the compromise. Before the Mediation and Conciliation Centre a fresh compromise dated 12.08.2024 has been entered into between the parties. As per clause 6(iii) of the compromise, the present appeal is to be withdrawn by the appellants herein. However, the said fact is disputed by learned counsel for the applicant-appellant and he seeks some time to get his instructions.

List on 08.11.2024.”

(5) Today, learned counsel for parties are *ad idem* that matter has been amicably settled between them before learned Mediator. For ready reference, para No.6 of settlement/compromise dated 12.08.2024, being relevant, is extracted hereasunder :-

“6. That good sense has prevailed upon the parties and the parties have decided to settle the instant dispute as well as any other dispute pertaining to the dispute in question in RSA No.1422 of 2009 on the following terms



and conditions:-

- (i) It has been agreed between the parties that L.R. No.1 of Naresh Kumar (deceased) namely Sunita Rani-wife shall have the rights of residing in the demised house during her life time, after her death, her sons namely Gupteshwar Singla and Raju Gupta (both LR's of Naresh Kumar-deceased) shall hand over the keys of vacant house to the second party-Suresh Kumar.*
- (ii) That there is no ill-will or any further dispute between the parties and all disputes between the parties have been settled peacefully.*
- (iii) That in view of the present settlement/compromise, the first party shall withdraw the instant RSA No.1422 of 2009 pending before this Hon'ble High Court. A copy of Compromise dated 13.05.2024 shall be placed on record along with the instant settlement arrived at in the Mediation & Conciliation Centre of this Hon'ble Court.*
- (iv) That both the parties shall withdraw all the Civil and Criminal cases pending between them, if any, in any Court of Law/Authority."*

Perusal of above extract reveals that parties have settled the matter amicably before learned Mediator; nothing more survives and learned counsel for appellants does not press the present appeal any further.

(6) With consent of learned counsel for the parties, main case is taken up on Board today itself.

(7) C.M. stands disposed off.



Main case

Having suffered concurrent adverse findings by learned trial Court as well as First Appellate Court, legal representatives of appellant/defendant are in second appeal before this Court assailing learned trial Court judgment and decree dated 03.05.2007, whereby suit of respondent for possession by way of ejectment of appellant/defendant from the demised premises was decreed, as upheld by learned First Appellate Court vide judgment and decree dated 04.02.2009.

(2) In view of the settlement dated 12.08.2024, learned counsel for appellants does not press present appeal.

(3) In view of above, present appeal is disposed off in terms of Settlement (*ibid*) arrived at between the parties and impugned decree dated 04.02.2009, passed by learned First Appellate Court, is modified to that extent.

(4) Also clarified that abovesaid settlement arrived at between the parties shall form part of decree.

(5) Needless to say that parties shall remain bound by the aforesaid settlement/compromise and in case there is a breach, legal consequences shall follow.

Pending application(s), if any, shall also stand disposed off.

21st April, 2026

kavneet singh

**(MAHABIR SINGH SINDHU)
JUDGE**

<i>Whether speaking/reasoned</i>	<i>Yes/No</i>
<i>Whether Reportable</i>	<i>Yes/No</i>