

SUPREME COURT OF INDIA

Surjeet Singh

Vs.

Sucha Singh & Ors.

C.A.No.2982 of 2016

(Kurian Joseph and R.F.Nariman, JJ.)

15.03.2016

JUDGMENT

Kurian Joseph, J.

SLP (Civil) No.10158 of 2010

1. Leave granted.
2. The case has a long history of disputes between the parties. The litigation started with a suit instituted in 1976. Ultimately when the matter reached this Court, on 7th July, 2015 the Court passed the following order:

" Heard.

Learned counsel for the petitioners undertakes to deposit the costs awarded by this Court in terms of order dated 1st April, 2015 within a period of two weeks from today. He further states that the petitioners are agreeable to explore the possibility of an amicable settlement with the help of Mediation Centre in the High Court of Punjab and Haryana at Chandigarh. Learned counsel for the respondents does not oppose that prayer.

In the circumstances, the parties are directed to appear before the Mediation Centre in the High Court of Punjab and Haryana at Chandigarh on Monday, the 24th August, 2015. The Mediation Centre shall submit a report to this Court as to the progress made expeditiously but not later than three months from the date the parties appear before it."

3. Pursuant to the Order, it is heartening to note that the parties have reached an amicable settlement through the intervention of the Mediation and Conciliation Centre attached to the Punjab and Haryana High Court. The terms of the settlement have been reduced to writing

and they have filed an application being I.A.No.15 of 2016. The terms of Settlement are as under:

4. The dispute between the parties is regarding the share of Smt. Parsin Kaur w/o Dasondhi grandmother of both the parties Village Charheri, Tehsil Kharar, District Mohali.

5. The matter was referred to Mediation and Conciliation Centre vide order dated 07.07.2015 passed by the Hon'ble Supreme Court.

6. The parties were explained the process of mediation and both the parties consented that Ms. Monika Jalota, Advocate would act as their Mediator in the matter of Mediation proceedings.

7. Several joint as well separate sessions were held during the process of Mediation from 24.08.2015 to 20.11.2015. The parties have with the assistance of the Mediator voluntarily arrived at an amicable solution resolving the above mentioned disputes and differences.

8. Both the parties agreed that the contesting party to the present dispute are only Kulwinder Singh and Bhupinder Singh s/o Surjit Singh and Such Singh s/o Bachan Singh. The performa respondents are not necessary to the present dispute as the dispute of the share in the land is between Sucha Singh, Kulwinder Singh and Bhupinder Singh only.

9. Both the parties hereto confirm and declare that they have voluntarily and of their own free will arrived at this Settlement/Agreement in the presence of the Mediator.

10. The terms of the settlement/agreement between the parties are as under:-

a) Both the parties agree that Sucha Singh s/o Bachan Singh shall transfer the following properties in the name of Bhupinder Singh and Bhupinder Singh shall pay the amount of Rs.4,20,000/- to Sucha Singh in lieu of all these properties. The detail of the properties is as under:

i) The old house in the name of Parsin Kaur situated in the Abadi of the Village.

ii) The Barra situated in Khasra No.277.

iii) The pucca house situated in Khasra No.258 which was in the name of Sh. Bachan Singh.

iv) Purana Kotha adjoining Sevak Singh's house.

b) Both the parties agreed that the share of Parsin Kaur which in 3 Biga 8 Biswas be divided between both the parties into two equal half shares. 01 Bigh 14 Biswas will be the share of first party and 01 Bigha 14 Biswas will be the share of second party.

c) Both the parties agreed that the entire land of the parties is joint till date and as such the share of the parties can be determined and partitioned by approaching the revenue authorities at the earliest.

d) Both the parties agreed that the request would be made to the Hon'ble Court to dispose of the present SLP in terms of this agreement.”

11. By signing this Agreement the parties hereto state that they have no further claims or demands against each other with respect to the present dispute and all the disputes and differences in this regard have been amicably settled by the parties hereto through the process of mediation and shall not institute any other case against each other with reference to the present dispute.

12. That the parties undertake before the Hon'ble court to abide by the terms and conditions set out in the agreement and not to dispute the same hereinafter in future.

13. That the parties to this agreement hereby state that they have read the agreement, that they have understood the contents thereof and their execution of agreement is voluntary. Each party has relied upon or has had the opportunity to seek legal advice of their counsel.

11. The execution of this agreement, each signatory acknowledges receipt of fully executed duplicate/original of this agreement.

14. Therefore, this appeal is disposed of in terms of the above settlement between the parties on 20th November, 2015 and duly signed by the Mediator.

15. The appeal is disposed of accordingly.