

IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NO. 7101 /2025
[SLP [C] NO.2157/2018]

KRISHAN CHAND
@ KISHAN CHAND (DEAD) THR. LRS. Appellant(s)

VERSUS

KEHAR SINGH (DECEASED) THROUGH LRS & ORS. Respondent(s)

O R D E R

Leave granted.

We have been informed by the learned counsel appearing for the parties, placing reliance on the settlement agreement dated 30.04.2025, that the present Special Leave Petition may be disposed of in terms of para 10 of the aforementioned agreement. Paragraph 10 of the settlement agreement reads as under:

"10.The terms of settlement arrived between the parties are as follows:

(i) The Respondents (legal representatives of Kehar Singh and Kartar Singh) have agreed to pay a total sum of Rs.20,00,000/- (Rupees twenty Lakhs Only) to the petitioners (legal representative of Krishan Chand).

(ii) Out of the agreed amount, the respondents have already paid Rs.6,00,000/- (Rupees Six Lakhs only) (Copy of Receipt Enclosed) to the petitioners as per the table below-

S.No.	Amount	Date	Transaction No.
1.	1,00,000/-	17-03-2025	UTR-941729315710
2.	50,000/-	17-03-2025	UTR-621663192417
3.	1,00,000/-	17-03-2025	TID-507675116955
4.	50,000/-	18-03-2025	UTR-748124857737
5.	3,00,000/-	18-03-2025	UTR- PUNBR52025031850419116

The balance amount of Rs.14,00,000/- (Rupees Fourteen Lakhs only) is to be paid as follows:

(iii) The second installment of Rs.7,00,000/- (Rupees Seven Lakhs only) shall be paid on or before 15.05.2025, either through Demand Draft (DD) or online transfer to the account of Baljit Singh.

(iv) The third and final installment of Rs.7,00,000/- (Rupees Seven Lakhs only) shall be paid on or before 15.06.2025, either through Demand Draft (DD) or online transfer to the account of Baljit Singh.

(v) That both the parties have agreed that at the time of Registration/Mutation of the suit property, 20 Kanals of land mutated in the name of Sarasti Devi comprising 11 kanals of land contained in Khasra No.1675(2-16), 1676(3-12), 1677 (2-16), 4837/1680(3-18) situated on the eastern side of Talwara-Dautlatpur Road and 9 kanals contained in Khasra No.2283(4-1), 2286(5-1) situated near village Haler, Talwara Punjab shall be mutated in the name of all the three petitioners namely Baljit Singh, Baby Kanwar, and Sushma Kumari. The remaining portion of the suit

property which is in the name of Sarasti Devi shall be registered/mutated in the favour of Respondents No.1 (LRs being Respondent No.1.1 to 1.6) and Respondent No.2.

(vi) That both parties have further agreed that if the respondents fail to comply with the terms and conditions of the agreement within the stipulated period of three months from the date of the settlement agreement, the total amount paid by the respondents shall stand forfeited. In such an event, the petitioners shall be at liberty, with the permission of this Hon'ble Court, to continue the proceedings in the present SLP before this Hon'ble Court.

(vii) Conversely, if the respondents duly comply with the terms and conditions of the agreement, the petitioners shall withdraw the present SLP with the permission of this Hon'ble Court within four months from the date of the present Settlement Agreement.

(viii) In the event if the Hon'ble Court does not accept the settlement agreement arrived between the parties, the sums already paid to the petitioners shall be subject to the further orders of the Hon'ble Court."

Accordingly, the impugned order stands modified and the appeal stands disposed of in terms of clauses (i) to (vii) in paragraph 10 of the settlement agreement dated 30.04.2025, which shall form a part and parcel of this order. Decree be drawn accordingly.

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

.....J.
[M.M. SUNDRESH]

.....J.
[RAJESH BINDAL]

NEW DELHI;
MAY 13, 2025.

