

IN THE HIGH COURT OF HIMACHAL PRADESH, SHIMLA
Civil Suit No.49 of 2025
Decided on: 31.08.2026

Diksha Uppal & another Plaintiffs

Versus

Ravideep Singh and others. Defendants

Coram:

The Hon'ble Mr. Justice Sushil Kukreja, Judge.

Whether approved for reporting?¹

For the Plaintiffs : Mr.Shakti Bhardwaj, Advocate.

For the Defendants : Mr. Ankit Dhiman, Advocate, for
defendants No.1 to 3.

Mr. Udit Shaurya Kaushik, Advocate
vice Mr. Nitin Thakur, Advocate, for
defendants No.4 & 5.

Sushil Kukreja, Judge (Oral):

Civil Suit No.49 of 2025 & OMP No.924 of 2026

The present suit under Order VII rule 1 & 2 of the CPC,
has been filed for recovery of Rs.1,21,72,360/- along with pendente
lite and future interest at the rate of 12% per annum on the decretal
amount till the date of actual realization of the entire claim amount

and for decree of permanent prohibitory injunction restraining defendants No.1 to 3 from further alienating the suit land.

2. During pendency of the present suit, the plaintiffs filed an application, i.e. OMP No.924 of 2026, under Order 23 Rule 3, read with Section 151 of CPC for placing on record the compromise deed dated 11.08.2026 Ext. PW-1/B (Annexure A-1) executed between the parties.

3. On 27.08.2026, statements of parties were recorded. Ritesh Khullar, in his statement, stated that he is the General Power of Attorney holder of plaintiff No.1, Diksha Uppal and the plaintiffs have entered into a compromise with the defendants vide Compromise Deed Ext. PW-1/B; and the suit may be decreed as per aforesaid Compromise Deed. Plaintiff No.2, Sat Dev Vij, stated that he has filed the present suit along with Ms. Diksha, plaintiff No.1 and the aforesaid suit has been compromised between the parties as per Compromise Deed Ext. PW-1/B.

4. The statement of defendant No.1, Ravi Deep Singh, has also been recorded on 27.08.2026, wherein he stated that he is the General Power of Attorney holder of defendants No.2 & 3, namely Ravinder Kaur and Gagandeep Kaur. He further stated that the present suit has been compromised as per Compromise Deed Ext. PW-1/B and the same may be decreed as per said compromise.

5. Learned counsel for defendants No.4 & 5, has also stated at bar that the aforesaid defendants have no objection, if the present suit is decreed as per aforesaid Compromise Deed Ext. PW-1/B

6. Therefore, in view of the Compromise-Deed, dated 11.08.2026 Ext. PW-1/B as well as the statements of the parties, the present application is allowed and the suit of the plaintiffs is hereby decreed in terms of the Compromise-Deed, dated 11.08.2026, Ext. PW-1/B. The Compromise Deed as well as the statements of the parties shall form part of the record. The parties shall abide by the terms and conditions of the aforesaid Compromise Deed, Ext. PW-1/B.

7. In view of the above terms, the present suit is disposed of, so also the pending application(s), if any. Court fee be refunded to the plaintiffs as admissible under the rules.

(Sushil Kukreja)
Judge

August 31, 2026
(reena)