

In the High Court of Punjab and Haryana at Chandigarh

CR No. 230 of 2013 (O&M)
Date of decision: 02.03.2015

Shyam Sunder Duggal

.....Petitioner

Versus

Tilak Raj Duggal

.....Respondent

CORAM: HON'BLE MRS. JUSTICE SABINA

Present: Mr.Vishal Sodhi,Advocate
for the petitioner.
Mr.H.S.Awasthi,Advocate
for the respondent.

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SABINA, J

Petitioner has filed this petition challenging the orders dated 5.12.2008 (Annexure P2), 6.10.2008 (Annexure P3) and 8.12.2012 (Annexure P4).

I have heard the learned counsel for the parties and have gone through the record available on the file carefully.

Respondent had filed a suit for possession by way of specific performance of agreement to sell dated 25.6.2003. During the pendency of the suit, parties amicably settled their dispute before the Lok Adalat. Petitioner made a statement on 3.12.2008 and admitted the factum of execution of agreement to sell dated 25.6.2003 in favour of the respondent and stated that the suit be decreed. Consequently vide Award dated 5.12.2008, the suit filed by the respondent was decreed in view of compromise effected between

the parties. Thereafter, the petitioner moved an application seeking setting aside of the Award dated 5.12.2008 alleging that the same was the result of fraud. The said application moved by the petitioner was dismissed vide order dated 8.12.2012(Annexure P4). Hence, the present petition.

Sham Sunder Duggal and Tilak Raj Duggal were real brothers. The property in question was owned by their mother- Sudershan Duggal. Sudershan Duggal executed a Will dated 18.3.1994 (Annexure P1). As per the Will, petitioner-Sham Sunder Duggal was to inherit all the property owned by Sudershan Duggal. Tilak Raj Duggal was not held entitled to receive any share out of the property owned by Sudershan Duggal. Tilak Raj Duggal filed a suit for specific performance against the petitioner qua agreement to sell dated 25.6.2003.

Since the petitioner had made a statement that the suit filed by Tialk Raj Duggal be decreed, an Award dated 5.12.2008 was passed in favour of Tilak Raj Duggal by the Lok Adalat. The sale deed was to be executed in favour of the respondent on payment of balance sale consideration and necessary expenses. It has been noticed by the Court, while dismissing the application, vide order dated 6.10.2012 that the petitioner had received the cheque in the sum of ₹9,00,000/- and the same was encashed by him. In case, the petitioner did not intend to effect a compromise with the respondent, there was no occasion for him to have encashed the cheque issued in his favour in terms of the compromise. Lok Adalat had passed the Award on the basis of the compromise in view of the statement made

by the petitioner. Hence, the application moved by the petitioner for setting aside the Award passed by the Lok Adalat had been rightly dismissed by the trial Court. Thus, the Appellate Court had also rightly dismissed the appeal filed by the petitioner vide order dated 8.12.2012. It appears that the petitioner had, although, effected a compromise with the respondent but later he wanted to wriggle out of the same, although, he had received the entire payment in terms of the compromise. No ground for interference by this Court is made out.

Dismissed.

**(SABINA)
JUDGE**

March 02, 2014
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