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

**RSA No.4256 of 2012 (O&M)
Date of Decision: 19.10.2015**

PARDEEP KUMAR

.....Appellant

Vs

VISHNU KUMAR

.....Respondent

CORAM: HON'BLE MR. JUSTICE RAJ MOHAN SINGH

Present: Ms. Nimarta Kaur, Advocate for
Mr. J.P. Sharma, Advocate
for the appellant.

Mr. Chanderhas Yadav, Advocate
for respondent.

1. *Whether Reporters of local papers may be allowed to see the judgment ?*
2. *To be referred to the Reporters or not ?*
3. *Whether the judgment should be reported in the Digest?*

RAJ MOHAN SINGH, J.(Oral)

[1]. This appeal has arisen out of judgment of reversal in a suit for specific performance of agreement to sell executed on 07.01.2002 in respect of house for a total sale consideration of Rs.95,000/-. An amount of Rs.50,000/- was paid as earnest amount and target date for execution of sale deed was fixed as 05.01.2003.

[2]. Trial Court vide judgment and decree dated 03.03.2010 dismissed the suit, however appeal was allowed by the lower appellate Court vide judgment and decree dated 23.08.2012.

[3]. During pendency of the appeal, parties have entered into amicable settlement. The controversy has been resolved. Appellant

agreed to pay lump sum amount of Rs.1,30,000/- to the respondent within 45 days from 02.09.2015, towards full and final settlement of claim of the respondent arising out of agreement to sell in question.

[4]. Today Mr. Chanderhas Yadav, Advocate appearing on behalf of respondent along with Vishnu Kumar-respondent who is present in person has submitted that a demand draft No.163105 dated 09.10.2015 in the sum of Rs.1,30,000/- has been received towards full and final settlement of the claim of the respondent and from today onwards respondent has no right, title or interest over the house in question and the suit filed by the plaintiff-respondent be dismissed and present appeal be allowed in terms of compromise.

[5]. Copy of original demand draft has been handed over to Vishnu Kumar-respondent, who is present in Court and has been identified by Mr. Chanderhas Yadav, Advocate. A copy of the demand draft alongwith written compromise dated 02.09.2015 are taken on record.

[6]. As per recital in the agreement respondent is entitled to receive back the amount which is lying deposited with the lower appellate Court.

[7]. In view of aforesaid, this appeal is disposed of in terms of compromise. The same is made part of the decree.

October 19, 2015

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(RAJ MOHAN SINGH)
JUDGE